

United States
Circuit Court of Appeals
For the Ninth Circuit.

NATIONAL LABOR RELATIONS BOARD,
Petitioner,
vs.

THE CITIZEN-NEWS COMPANY,
Respondent.

Transcript of Record
In Two Volumes
VOLUME II
Pages 339 to 630

Upon Petition for Enforcement of an Order of
the National Labor-Relations Board

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PAUL P. O'BRIEN,
CLERK

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T. HARWOOD YOUNG,

called as a witness by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination [368]

Q. Mr. Young, did you ever tell Mr. Lugoff that he was going to be discharged?

A. You mean just as a bald separated statement?

Q. Did you ever complain to him, tell him there were complaints about his work and that he was going to be discharged or that he might be discharged? A. At what time?

Q. Any time.

A. There was a conversation with Mr. Lugoff in 1939 in relationship to—

Q. When did that occur in 1939?

A. But it isn't in direct answer to your question.

Q. All right. Tell us about that particular one. When in 1939 did that occur?

A. Mr. Lugoff made a presentation and a request for a higher wage. Is this along the line you want?

Q. Go ahead.

A. And consideration was given and a higher wage scale was set up and I had a conversation with him at that time informing him of that fact.

Q. Now, give us the conversation. [375]

(Testimony of T. Harwood Young.)

A. I told him at that time that his production would have to warrant the increase.

Q. Where did this occur?

A. In my office.

Q. Who was present?

A. I couldn't say that there was anyone present.

Q. Well, the two of you were.

A. Except the two, yes.

Q. Was this before or after the raise?

A. This was after the raise.

Q. How long after the raise?

A. Well, practically immediately.

Q. What time of the year was this?

A. This was in the neighborhood of July 1, 1939 within the matter of a day or two one way of the other. I couldn't say exactly.

Q. Did you call in other people and tell them that?

A. No, I did not. Mr. Lugoff was the one who raised the question.

Q. Did you tell him at the time he raised the question that he would have to have greater production?

A. There was conversation to that effect, yes, that he would.

Q. Now, give us the whole conversation at the time he came in.

A. I told him in the original conversation and I repeated [376] to him later that I had a while

(Testimony of T. Harwood Young.)

back seen him on the street on Selma Avenue there near the office within a block, and on McCadden that I had seen him sound asleep in his car during working hours and that I thought that thing would not lead to production.

Q. What time of the day did you see him sound asleep?

A. Around two o'clock in the afternoon on each occasion.

Q. Go ahead. Give us the whole conversation.

A. In reply to the matter of the necessity of his production equaling the guarantee which was \$24.00, he agreed that if he did not meet the production that he couldn't expect to retain his job.

Q. Was anyone else present at that time?

A. I am not quite certain. In the original conversation Mr. Phil Allen was present when the matter was first brought up and I am not sure about the second conversation.

Q. Now, you told him positively if he couldn't make his guarantee he would be fired; is that right?

A. I told him he couldn't expect to retain his job and he agreed that that was a fair proposition.

Q. Why didn't you fire him when he didn't make his guarantee?

A. Firing doesn't happen very readily at our place.

Q. Do you have to take a year and a half to fire a man? A. Well, it did in that case.

(Testimony of T. Harwood Young.)

Q. It did. Why did you wait a year and a half before firing [377] him? A. What is that?

Q. Did you fire him on account of not making his guarantee? Is that why you fired the man?

A. That was why he was fired ultimately.

Q. For your information, Mr. Palmer has produced the record showing this man practically never made his guarantee. Did you know that?

Mr. Palmer: Here is one.

Q. (By Mr. Sokol) Did you know that?

A. I knew that his record had not been good right along.

Q. All right. When did you first discover that? Here, for instance, is Board's Exhibit 6-A. The guarantee went in July 1st.

Mr. Palmer: What year?

Q. (By Mr. Sokol) 1939. That would be 6-B. When did you discover that his production wasn't any good? A. It had been known.

Q. For years?

A. I knew of his record from '38, along from probably early '38 on. My first interest was attracted to his record largely by what I mentioned seeing him on the street.

Q. What particularly about his production didn't you like? A. It was low.

Q. It was low? [378] A. Yes.

Q. Who told you it was low?

A. I got the figures from Mr. Tobin.

(Testimony of T. Harwood Young.)

Q. When did you get the figures from Mr. Tobin?

A. Well, the first information on figures was probably early in '38. As I say that was the first time I was interested after—

Q. You remember that Mr. Tobin fired Lugoff in August 1938? A. Yes.

Q. You remember that you took him back and put him on probation? A. Yes.

Q. What did you say to him when you put him on probation? Did you give him the slip showing him that he would be on probation?

A. There was a slip, yes.

Q. Is that the only thing you did? You handed a slip, didn't you, telling him that he would be on probation until January 1?

A. That is right.

Q. When January 1, 1939 came along did you do anything about it?

A. There was some discussion about it.

Q. Did you make a check? You had some discussion with Mr. Palmer?

A. I think—no. [379]

Q. With whom did you have the discussion? Mr. Tobin? A. Yes.

Q. And you determined then to keep Mr. Lugoff on?

A. There wasn't any determination at that time.

Q. What was the discussion?

(Testimony of T. Harwood Young.)

A. Nothing was done at that time.

Q. Then why wasn't anything done?

A. Well, I can't answer that as to why.

Q. Now, you are positive that on January 1, 1939 when Mr. Lugoff's probationary period was up you discussed it with Mr. Tobin? You are positive of that? You just said so.

A. Along in that period.

Q. Around January 1, 1939. What did you say to Mr. Tobin and what did he say to you?

A. I can't recall that.

Q. Was it about low production by Mr. Lugoff?

A. Well, in the month of January there is always a re-check of everyone on the whole setup.

Q. So you naturally re-checked Lugoff?

A. There was no thorough check of Lugoff at that particular time as I recall now.

Q. You knew that he was on probation up to January 1, 1939?

A. I knew that he was on probation. The January 1st date was not exactly fixed in my mind. There had been an agreement not to disturb present jobs until January 1st, I believe there [380] had been an agreement to that effect.

Q. Who had the agreement?

A. I believe that was in our strike settlement agreement.

Q. What jobs were not to be disturbed?

A. No jobs?

Q. What?

(Testimony of T. Harwood Young.)

A. No jobs under the Guild contract.

Q. Lugoff was not under the Guild contract, was he?

A. No, but he was given equal consideration in that respect. I would put it that way.

Q. In years past do you know of any instance when Mr. Palmer himself discharged anyone other than these five people who participated in this strike?

A. Oh, there have been instances of discharge, yes.

Q. Can you name anyone that Mr. Palmer himself discharged outside of a city editor?

A. That is a rather hard thing to go back over 20 years to pick that up.

Q. Let me ask you what you might know: You had charge of hiring and firing in the classified column, did you? A. No, Mr. Tobin did.

Q. Mr. Tobin did? A. Yes.

Q. But he consulted you, didn't he?

A. Yes, at times. [381]

Q. Who originally hired Mr. Lugoff, do you know? A. Mr. Tobin.

Q. Did he consult you about it?

A. No, I believe not.

Q. In August 1938 when Mr. Tobin discharged Mr. Lugoff did he consult you?

A. I was familiar with that.

Q. You were? A. Yes.

(Testimony of T. Harwood Young.)

Q. Did you take the matter up with Mr. Palmer?

A. Yes, sir.

Q. And on the reinstatement, on the discharge?

A. I think the conclusion on that was primarily mine and Tobin's in that instance.

Q. It was? A. Yes.

Q. In other words, in general Mr. Palmer doesn't meddle in classified and display departments, the business office? You have charge, don't you?

A. Well, he doesn't meddle but I would say he knows what is going on.

Q. Did you discuss with Mr. Tobin the final discharge of Mr. Lugoff? A. Yes.

Q. When did you discuss it? [382]

A. Oh, some time previous.

Q. How long previous?

A. Possibly over a period of a couple of weeks. I asked for the production record on Lugoff.

Q. When did you ask for the production record?

A. Within a period of two weeks before the discharge.

Q. What was the occasion of that?

A. To see what the production figures were.

Q. Why?

A. So that I might know what the production figures were.

Q. Then you got the production figures a couple of weeks before he was discharged; is that right?

(Testimony of T. Harwood Young.)

A. Within a period of a couple of weeks.

Q. What did you do after you learned his production was down?

A. There was a discussion between Mr. Tobin and I and it was decided to try another person on that job.

Q. When did you try another person on that job?

A. As soon as Mr.—you are speaking of—

Q. Mr. Lugoff. A. This spring?

Q. Yes.

A. As soon as the decision was made then there was a discussion of who to put in. We selected one of our own boys that was there.

Q. When did you make that decision? [383]

A. Well, within a week or so prior to the dismissal, after we had discussed who might take the job and who might try out on it.

Q. Well, do you want to say that you discharged Mr. Lugoff for lack of production?

A. Speaking for myself, that was my position, yes, as to his status, yes.

Q. Did you so tell Mr. Lugoff at any time?

A. I had told him in the beginning and he had agreed that if he didn't make his guarantee of 24 then he shouldn't stay.

Q. Then as I understand it, you contend that his discharge was solely for lack of production, is that right? A. Nothing else.

Mr. Sokol: All right.

(Testimony of T. Harwood Young.)

Mr. Sargent: I didn't hear the answer.

The Witness: Nothing else.

Q. (By Mr. Sokol) By the way, you knew that there was considerable agitation going around the plant while the Guild was attempting to organize the plant, didn't you?

A. There was much more conversation than there was agitation, I would say.

Q. Conversation?

A. As nearly as I could tell.

Q. You knew some of the people who had joined the Guild? A. Some. [384]

Q. Who were the people you knew? I mean prior to the strike?

A. I never interested myself in knowing, as a matter of fact, who was a member. I knew Mr. Johnson was and two or three others.

Q. You knew Lugoff was?

A. I never knew that Lugoff was, no.

Q. You didn't? A. No.

Q. Did you attend the negotiating meetings?

A. You said prior to the strike.

Q. Oh, prior. I mean after the strike you knew that he was a member of the Guild, didn't you?

A. I assumed that he was by one factor, from one or two attendances at meetings that I was there, that is the first time that I knew. That is the only thing that I saw personally that would indicate that he was interested or a member.

(Testimony of T. Harwood Young.)

Q. Why did you assume that he was a member?

A. That he was interested or a member?

Q. Yes.

A. Because he attended the Guild negotiation meeting.

Q. Only members attended; is that right?

A. As a rule. I don't recall of outsiders attending.

Mr. Sokol: That is all.

Trial Examiner Whittemore: Do you have any questions?

Mr. Sargent: No, I don't. I won't ask any questions. [385]

Mr. Sokol: Well, I thought you were going to ask some questions and I would ask some other questions concerning the production records and so on.

Trial Examiner Whittemore: Well, do you expect to call him as one of your witnesses?

Mr. Sargent: Possibly.

Mr. Sokol: Will you produce those production records so I won't have to ask him about it?

Mr. Palmer: Which ones are you asking for?

Mr. Sokol: Lugoff production records.

Mr. Palmer: Aren't they here?

Mr. Sokol: I mean the records from your books. Well, we will get those.

Mr. Palmer: They are here before you.

Trial Examiner Whittemore: Well, if it is neces-

(Testimony of T. Harwood Young.)
sary to have this witness recalled, I am sure it will be all right.

Mr. Palmer: Yes.

Trial Examiner Whittemore: We will recess until tomorrow morning at 9:30.

(Whereupon at 5:00 o'clock p. m., November 15, 1940, the hearing in the above entitled matter was adjourned until 9:30 a. m., November 16, 1940.)

[386]

PATRICIA KILLORAN,

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Sokol) State your name, please.

[409]

A. Patricia Killoran.

Q. Do you work for the Citizen-News?

A. Yes.

Q. When did you go to work for the paper?

A. It was in September 19—it has been 12 years ago.

Q. 1928? A. 1928.

Q. In what capacity?

A. I went in selling advertising.

Mr. Sargent: Will you speak a little louder, please, Miss Killoran?

(Testimony of Patricia Killoran.)

The Witness: Yes. I went in selling advertising.

Q. (By Mr. Sokol) Since then what kind of work have you done?

A. I have been doing publicity, and have worked on general publicity for the Citizen-News.

Q. Well, at the time of the strike in 1938, what were you doing?

A. I was doing general publicity and fashions.

Mr. Sokol: Now, at this time, may we stipulate to the exact date of the strike, so that may be in the record? May 17th, wasn't it?

Mr. Palmer: The 13th, wasn't it?

The Witness: The 13th.

Mr. Sokol: It is stipulated by and between the parties that May 13th is the exact date of the strike. [410]

Trial Examiner Whittemore: Off the record a moment, please.

(Discussion off the record.)

Trial Examiner Whittemore: On the record.

Mr. Sokol: It is stipulated by and between the parties that the last negotiations were held between the Guild and the company on May 13th and that on May 17th the strike ensued, that is, May 17th, 1938.

Mr. Palmer: That was the last negotiations before the strike. There have been some since.

Mr. Sokol: Yes. Now, it is further stipulated between the parties that on May 13, 1938, there had been a meeting of the minds with respect to the

(Testimony of Patricia Killoran.)

contract; in other words, that the contract between the parties had been consummated, except for the signing of same, and that on that date the union was notified that three of its people in the editorial department were to be discharged, and that that precipitated the strike.

Is that correct?

Mr. Sargent: I wouldn't want to let that go quite that way. I am perfectly willing to either take the stand or make a statement as to exactly what took place.

Mr. Sokol: Well, you make your statement.

Mr. Sargent: For the purpose of the record, your Honor, what took place was that, in substance as Mr. Sokol has said, on the 13th of May we finally had reached the place, after a [411] number of negotiations, where we were in accord on the last item of the proposed agreement between the Guild and the newspaper.

At that time, on behalf of the management, before we left I stated that the management had informed me that there were three people which it felt compelled to let go because of economy retrenchment reasons, and that I thereupon offered to tell the names of those three individuals to the negotiating committee of the Guild and the Guild observers.

The Guild committee said that it was not interested in knowing the names of the persons, and

(Testimony of Patricia Killoran.)

there was some talk then between the chairman of the Guild negotiating committee, as to whether the people would be given first preference in case there was an opportunity for re-hiring. The statement was made, on behalf of management, that there was nothing against any of these individuals, and there was no reason apparent why they wouldn't be, but that until the management had a chance to consider the whole situation, it did not want to bind itself irretrievably, although it saw no reason why they should not be re-employed first.

Thereupon, the Guild negotiator, Mr. Garrett, stated this was not a re-hiring contract, and the assumption was then made that we would sign the contract, and plans were made for getting the copies of the contract, which was being drawn by me, with the final one or two changes, which were small, into [412] Miss Daniel's hands prior to the meeting, but that was never accomplished.

Upon, I believe, the following Tuesday,—it was not known until Monday by me, at least, that there was any possibility of a strike. I only make this statement in order to clear up the situation, so that you wouldn't think that we thought on that day, when we left the negotiations, that there was to be a strike, because I did not know it.

Now, perhaps Miss Daniel has something to say about it.

Mr. Sokol: May we go off the record?

(Testimony of Patricia Killoran.)

Trial Examiner Whittemore: I think perhaps we better at this point.

(Discussion off the record.)

Trial Examiner Whittemore: We will be on the record again.

Mr. Sokol: Anyway, the record now shows that the strike took place March 17, 1938.

The Witness: May.

Mr. Sokol: I mean, May 17, 1938.

Q. (By Mr. Sokol) Now, prior to May 17, 1938, what kind of work were you doing, immediately prior to that date?

A. I had just finished a special edition on the opening of the Columbia Studios, but I did general publicity and fashions and home economics.

Q. Fashions. Were you the fashion editor?

[413]

A. I am fashion editor.

Q. Were you fashion editor then?

A. Yes.

Q. Now, you went out on strike? A. Yes.

Q. When you returned in August—first, you returned in August, 1938, is that right?

A. Yes.

Q. Do you recall that five people had been discharged prior to the strike? A. Yes.

Q. Now, of those five people Mell Scott was one? A. Yes.

Q. What had he been doing prior to the strike?

[414]

(Testimony of Patricia Killoran.)

Q. Were you returned to your original work?

A. I was returned inside, but I was told that I was to get stories on the telephone, rather than by personal calls, as I had done formerly.

Q. Well, then you did return to your fashion work?

A. I returned to my general writing on fashion work.

Q. Was that after grievances were presented by the Guild?

A. That was after this Guild committee had called on the [418] Judge and protested on the general grievances, including mine. [419]

Q. After the strike did Mr. Young ever say anything to you about unions? A. Yes.

Q. When? A. Well, one time—

Q. Do you recall the date?

A. It was in connection with a cocktail press party at I Magnin & Company. [423]

Q. What was the date, approximately?

A. It must have been early in November.

Q. What year?

A. 1938, I guess. Maybe it was 1939.

Q. Limiting yourself to the conversation about unions, give us that part of it.

A. Well, I—let me see—I know the whole conversation. I am trying to make it brief.

Q. Well, give us the whole conversation?

A. Well, I didn't go to a cocktail press party, because I had burned my hand and had it all

(Testimony of Patricia Killoran.)

wrapped up, and it was a very important press party, which I didn't know. I usually used my own judgment in going to these things, and Mr. Magnin was very disappointed that I wasn't there, and Mr. Young called me in his office and accused me of just deliberately failing to go to this party, just out of orneryness, and I said that I didn't and explained the circumstances.

And he said, or he inferred that he didn't believe me, and I said, "Are you calling me a liar?"

He said, "How could I believe anything after all the thinks that you have done?"

And I said, "Do you mean me?"

And he said, "All of you."

And I said, "Well, I know what you mean by that." I said, "You mean the Guild." [424]

He said, "Well, as a matter of fact, I can't talk about those things, because I am not allowed to."

"Well," I said, "I can talk about them."

And he said, for that matter that his brother had been a very active union man, that he knew more about unions than I would ever know, and he knew about good unions, like the Brotherhood, but that I was just not to be trusted, after the things that we had done.

Q. Do you know anything about a resolution being passed to aid the Citizen-News in regaining its contract with the Variety Magazine?

A. Yes.

Q. When did that occur?

(Testimony of Patricia Killoran.)

A. That occurred at the time that the Citizen-News lost the Variety contract.

Q. And what was the resolution?

A. The Guild wrote a resolution—

Mr. Sargent: Won't the resolution speak for itself?

Mr. Sokol: Do you have the resolution?

Mr. Palmer: I have all of our correspondence, but I don't know if it is in this file.

The Witness: I can tell you the essentials of the resolution.

Mr. Palmer: No, it isn't in here.

Q. (By Mr. Sokol) What was the substance of it? [425]

A. That the Guild offered its good services to try to act as a sort of a contact between the A. F. of L. and the Judge, in order to organize the Typographical Union, so that the Citizen-News wouldn't lose the Variety contract, which was taken out of the Citizen-News because the Citizen-News did not have a Typographical Union bug.

Q. When you say "Judge", you refer to Mr. Palmer? A. Yes.

Q. Did Mr. Palmer accept your resolution?

A. We asked him to allow us to post it on the bulletin board.

Q. Yes. What did he say?

A. And he refused.

Q. Anyway, the resolution was taken down from the bulletin board. Do you recall that?

(Testimony of Patricia Killoran.)

A. Yes, and—

Mr. Palmer: What kind of questioning is that. She has previously testified that she wasn't allowed to post it on the bulletin board.

Mr. Sokol: You may object, if you wish.

Mr. Palmer (Continuing): And you come along with a question, "the resolution was taken down." She hasn't testified yet that she put it up.

Trial Examiner Whittemore: Suppose you voice your objection.

Mr. Palmer: I object to that question as leading.

[426]

Trial Examiner Whittemore: I will sustain the objection.

The Witness: I didn't take it down. It was taken down. I circulated it in the composing room afterwards on the men's lunch hour, after getting permission from Harold Winn to circulate it.

Q. (By Mr. Sokol) Harold Winn. Who is he?

A. He was the composing room foreman, and I was rebuked for doing that.

Q. Who rebuked you?

A. My managing editor, Mr. Swisher. Mr. Swisher said I was trying to make trouble in the composing room, like I did downstairs, every time I had a chance.

Q. What trouble? A. Trouble.

Q. What kind of trouble, did he say?

A. Well, he said—apparently he meant union trouble. That is the only thing he ever accused me

(Testimony of Patricia Killoran.)

of talking about, that was trouble, that I was discussing the Guild.

Q. Did you ever call Mr. Palmer a vile name?

A. Not to my knowledge.

Q. Did you ever call him a S.B.? A. No.

Q. Or any similar term? A. No.

Q. Do you know if Mr. Crow ever called him that, or any similar [427] term?

A. He didn't to me.

Q. Did Mr. Schlichter ever curse the Judge?

A. No.

Q. Now, do you know Mr. Lugoff?

A. Yes.

Q. Do you know what his activities were after he joined the Guild? A. Yes.

Q. What did he do?

A. Sold classified advertising.

Q. No, I mean in the way of union activities?

A. Oh. Well, he was very active in the classified department. He was very enthusiastic about the Guild, and he passed around—"resolution," that is not the word, I can't think of the word—passed around petitions and kept urging people to join the Guild, talked very openly, in fact, at any time he had a chance, urging people to join the Newspaper Guild.

Q. Did he ever tell you that he thought he was going to be fired when the Labor Board decision came down adverse to the other five people?

(Testimony of Patricia Killoran.)

A. No.

Mr. Sargent: I object to that question as entirely leading.

Trial Examiner Whittemore: The objection is sustained. [428]

Mr. Sargent: In regard to the previous question, I ask that it be stricken unless the witness indicates that she has seen or heard Lugoff do these things herself.

The Witness: Yes, I did.

Mr. Sargent: All right, then. No objection.

Mr. Sokol: That is all.

Trial Examiner Whittemore: Have you any questions of the witness?

Mr. Palmer: Yes. May I have this marked as Respondent's Exhibit 4, for identification, please?

(Thereupon, the document referred to was marked as Respondent's Exhibit 4, for identification.)

Cross Examination

Q. (By Mr. Palmer) I show you, Miss Killoran, a letterhead, on which there is some typing, bearing the legend of the Los Angeles Newspaper Guild, which has been marked Respondent's Exhibit 4, for identification, and I ask you if you can identify that document?

(Handing document to witness.)

A. Yes.

Q. What is this?

(Testimony of Patricia Killoran.)

A. This is the resolution that I passed around the composing room.

Q. That you passed around the composing room?

A. And which we asked to have posted. [429]

Q. With Mr. Winn's permission? A. Yes.

Trial Examiner Whittemore: No objection?

Mr. Sokol: No objection.

Trial Examiner Whittemore: It is received.

(Thereupon, the document heretofore marked as Respondent's Exhibit No. 4 for identification, was received in evidence.)

RESPONDENT'S EXHIBIT 4

Los Angeles Newspaper Guild

Local No. 69, American Newspaper Guild
Affiliated with the Congress of Industrial
Organizations

212 West Third Street

Tom O'Connor, President

John F. Cohee, Secretary

Karl Schlichter, Treasurer

Eugene S. Bradford, Financial Sec.

RESOLUTION

Whereas: We, the members of the Citizen-News Unit of the Los Angeles Newspaper Guild, with other employes of the Citizen-News, deplore the recent withdrawal of Variety from the plant;

Whereas: As good union members we firmly believe that all our fellow employes will benefit by

(Testimony of Patricia Killoran.)

membership, of their own free will and accord, in the established union of their trade—a condition which we sincerely believe will redound to the benefit of all concerned, publisher and worker alike;

Whereas: We are informed that certain members of the Citizen-News composing room and other mechanical departments are studying the problem of affiliation in the recognized unions of their crafts;

Whereas: We understand that such affiliation will be looked upon with favor by the management;

Therefore Be It Resolved: That we, the members of the Citizen-News Unit of the Los Angeles Newspaper Guild, do hereby offer our good offices to our employer and to our fellow-employees in the composing room and in other mechanical departments in the effecting of any desire they may have to become affiliated with the International Typographical Union; and

Be It Further Resolved: That copies of this resolution be sent to the composing room and other mechanical departments, to Judge Palmer and to the executive board of the Los Angeles Newspaper Guild and that it be posted.

Q. (By Mr. Palmer) That notice was, as a matter of fact, posted, wasn't it, Miss Killoran, in the composing room?

A. I think it was posted for a minute and then taken down.

(Testimony of Patricia Killoran.)

Q. Did you speak to anybody about its being taken down?

A. At that time I was not unit chairman, Judge Palmer. It was Karl Schlichter who spoke,—who did that.

Q. You went to Mr. Winn first about it and Mr. Winn is the superintendent of the composing room?

A. No, it wasn't I. It was Karl, who went to you and told me—

Q. Then you just have this from Mr. Schlichter, about anything that took place, outside of your own activities? A. I did not post the notice.

Q. Did you see Mr. Schlichter post the notice?

Mr. Sokol: There is no testimony—pardon me. I withdraw my objection.

The Witness: No, I didn't.

Q. (By Mr. Palmer) Do you know whether or not the notice [430] was posted?

A. Yes, it was. I am convinced that it was.

Q. What convinces you that the notice was posted?

A. Because I understood that it was taken—that someone took it off of the bulletin board and took it in to Tommy Thompson almost before Karl got back to the editorial department, after speaking to Mr. Thompson about it.

Q. And in the meantime, you went on with your work of handing out copies of the circular to members of the composing room?

(Testimony of Patricia Killoran.)

A. No. I did that on the lunch hour—on their lunch hour.

Q. Well, perhaps I am wrong. Did I understand you to say that Mr. Winn gave you permission to circulate the resolution?

A. Yes, after we weren't allowed to post it, Judge Palmer.

Q. Oh, yes.

A. I went and I said something to Harold about it.

Mr. Sokol: Harold who?

The Witness: Harold Winn.

Q. (By Mr. Palmer) Harold Winn.

A. And I asked him if there was some way I could get it to the people, as long as we weren't allowed to post it.

He said, "Why don't you come in on their lunch hour and pass it out among them?"

So I did that, and after that I was called in by Mr. Swisher and I was told to stay out of the composing room, that [431] I was only making trouble in there, like I had downstairs.

Q. But you did have Mr. Winn's permission?

A. He said he didn't want to be put in the middle.

Q. Did Mr. Winn discuss with you the reasons why he didn't want the notice posted?

A. I think he did—no, I think—I am trying to think exactly what the conversation was.

(Testimony of Patricia Killoran.)

I didn't feel from the conversation—as I remember, I didn't feel it was he that was objecting, but that he was afraid to be involved in an argument and thought it was better for me to come in during the lunch hour and pass it around.

Q. Well, he told you he had been asked to remove the notice from the bulletin board?

A. No, I don't recall him saying that.

Q. Did you ask him— A. No.

Q. —about its removal?

A. I don't recall. All I know is that it wasn't there, and we wanted everybody to see it.

Q. Well, you did tell him that it had been posted and been removed, did you?

A. I don't think I had to tell him. I think he knew it. I mean, he knew it because it wasn't there. He knew about it.

Q. And you knew it had been on there before your conversation with Mr. Winn? [432]

A. Yes.

Q. And you asked Mr. Winn if there was some other way of getting the notice to the attention of the members of the composing room?

A. I asked him if I could pass it around right then, and he said to wait until the lunch hour.

Q. Now, did Mr. Winn discuss with you any of the provisions of the notice?

A. Briefly, I think he probably did, that he thought that it represented a friendly gesture on

(Testimony of Patricia Killoran.)

the part of the Guild, that he was sure we didn't intend to do any harm by it.

Q. He told you that,—that he was sure you intended no harm? A. Yes.

Q. Now, calling your attention to a clause reading:

“Whereas, We understand that such affiliation will be looked upon with favor by the management.”

Did Mr. Winn discuss that particular clause with you?

A. That wasn't in that resolution at the time it was posted, because you asked to have it taken out, I believe.

Q. Well, it was in the resolution at the time it was circulated, wasn't it, Miss Killoran?

A. I don't think it was. Frankly, I recall that you asked that to be taken out. Maybe—

Q. Did I ask you to take the “Whereas” clause out?

A. I didn't talk to you at all. It was Karl who talked to you. [433]

Q. Then what you understand is merely what Mr. Schlichter told you? A. Yes.

Q. We will disregard that. I will ask you to look at Respondent's Exhibit 4 again, then, and state, for the benefit of the Court here, whether or not that is a copy of the document which you circulated and handed to each of the employees, or

(Testimony of Patricia Killoran.)

whether that document was amended before you circulated it?

A. I think it was amended before we circulated it. It was written—it wasn't written on Los Angeles Newspaper Guild paper, I don't think. I think it was written on a piece of copy paper.

Mr. Palmer: Will you mark this, please.

Trial Examiner Whittemore: Is that to be marked "A"? Is that the other copy?

The Witness: Yes, sir.

Mr. Palmer: Yes, Respondent's Exhibit 4-A, for identification.

(Thereupon, the document referred to was marked as Respondent's Exhibit 4-A, for identification.)

Q. (By Mr. Palmer) I show you Respondent's Exhibit 4-A, for identification, and ask you to look at that document and see if you recognize it.

(Handing document to witness.)

A. That isn't the original that I passed around, because we [434] didn't have it—this is mimeographed. I mean, the original was typed.

Q. How many copies did you pass around, Miss Killoran? A. I only had one.

Q. You just showed the copy around?

A. Yes.

Q. You didn't hand one to each of the employees? A. No.

(Testimony of Patricia Killoran.)

Q. And this copy marked Respondent's Exhibit 4-A, you never saw?

A. I didn't pass it around.

Q. Or one like it?

A. I don't know. I don't recall seeing it.

Q. You wish to say now that in the one you did circulate the clause did not appear: "Whereas: We understand that such affiliation will be looked upon with favor by the management,"—that that clause was not in the one that you did circulate?

A. In the original one that we wrote, it was in, because we did understand that the affiliation would be looked upon with favor by the management, because Mr. Swisher had discussed it with Jim Crow, and had given him that impression. After showing the resolution to you, you asked us to take that out, and we did, before passing it around.

Q. All right. Now, you say the resolution was shown to you? A. Well, it was—— [435]

Q. By whom?

A. Karl Schlichter, who gave it to Tommy Thompson, who took it to you.

Q. Were you present with Karl, when he did that?

A. No, but I was sitting where I could see him.

Q. You saw Karl take the copy to Mr. Thompson? A. Yes.

Q. From where you sat in the editorial room?

A. Yes. I think I typed it.

Q. You typed it? A. Yes.

(Testimony of Patricia Killoran.)

Q. Do you know how this document came into existence, then, Respondent's Exhibit 4?

A. No, I don't.

Q. To your knowledge, you have never seen it?

A. I have seen the copy. I mean, I have seen the copy that there was on it.

Q. The copy of that document? A. No.

Trial Examiner Whittemore: You mean the text?

The Witness: The text.

Q. (By Mr. Palmer) To your knowledge, you never saw a document appearing like Respondent's Exhibit 4-A, for identification? A. No.

Mr. Palmer: Do you wish to show her any other documents? [436]

Mr. Sokol: I don't have any other one.

Mr. Palmer: The reason I am doing this,—I am not trying to confuse the witness, but I don't think any other document was circulated than this particular one.

The Witness: Yes, there was.

Mr. Palmer: Well, all right.

The Witness: I didn't even have any Guild paper, and I couldn't type that well.

Mr. Palmer: Perhaps someone could find the other document then. I don't know.

The Witness: I circulated it myself.

Trial Examiner Whittemore: Well, do you mind if I ask a question on that?

Mr. Palmer: Not at all, your Honor.

(Testimony of Patricia Killoran.)

Q. (By Trial Examiner Whittemore) Do you know what happened to the document that you yourself circulated, that was on the copy paper?

A. No, I don't.

Q. Did you keep it?

A. It might be in my effects some place.

Miss Daniel: Is it not possible that you made a copy on copy paper from an original, and with the change that the Judge wanted, and took that copy and showed it around, because you knew that any original should be in Guild files, or for the person for whom it was destined, in the hands of the person [437] for whom it was destined, and that that is probably what happened?

The Witness: I frankly don't recall those things. I do recall passing it around, and I do recall this argument about the management objecting to that clause in it.

Q. (By Mr. Palmer) Well, did you have any argument with anybody about the clause?

A. No.

Q. What?

A. No. I was just asked to take it out, after Karl had talked to you.

Q. Did you hear anybody discuss the clause?

A. No, not that I recall.

Q. Well, then why did you say you knew about the argument?

A. Because after Karl had talked, he came back and asked me to re-type it, and I don't think he

(Testimony of Patricia Killoran.)

would have asked me to re-type it if there hadn't been any objection to it because, obviously, that would be to our advantage, to leave such a clause in, and he certainly would not have asked me to take it out unless the management asked him to take it out.

Q. That is the way you figured it out, not because of any direct knowledge or contact with the management?

A. It seems to me to be very logical.

Q. I see. Did Karl tell you any reason that the management gave him as to why they wanted it taken out? [438] A. Yes.

Q. What did he tell you?

A. He said that you wanted it taken out because that would look as though the management was on the side of the union, and that the Labor Board would not allow them to be on the side of the union.

Q. On the side of any particular union?

A. Of any union.

Q. Of any union. Do you know whether or not Mr. Schlichter, after posting the original notice, posted another notice on the bulletin board?

A. In the composing room?

Q. Yes. A. No, I don't think he did.

Q. You never saw one? A. No.

Q. Do you know Mr. Schlichter's handwriting?

A. Yes.

(Testimony of Patricia Killoran.)

Mr. Palmer: Will you mark this Respondent's Exhibit 5, for identification?

(Thereupon, the document referred to was marked as Respondent's Exhibit 5, for identification.)

Q. (By Mr. Palmer) I show you a document marked Respondent's Exhibit 5, for identification, purporting to bear the signature of K. Schlichter, and ask you if you can identify that signature?

[439]

(Handing document to witness.)

Mr. Sokol: We will stipulate that is his signature.

The Witness: Oh, I can identify it. I was just reading it over.

Mr. Sokol: No objection to its going into evidence.

Mr. Palmer: All right.

The Witness: Yes, I can.

Mr. Palmer: I offer this as Respondent's Exhibit 5.

The Witness: That is to take the place of that phrase in there.

Mr. Sargent: What is this, anyway?

Mr. Palmer: Oh, excuse me, Mr. Sargent. I will show it to you.

Trial Examiner Whittemore: It may be received.

(Thereupon, the document heretofore marked as Respondent's Exhibit 5, for identification, was received in evidence.)

(Testimony of Patricia Killoran.)

RESPONDENT'S EXHIBIT 5

COMMUNICATION FROM CITIZEN-NEWS
UNIT OF THE LOS ANGELES NEWSPAPER
GUILD.

To the Composing Room, Judge Palmer, and all
concerned

Re: Resolution

It is to be clearly understood that all expressions
concerning the position of the management are
solely the opinion of the Guild Unit, and are in no
way designed to appear as the inspiration, implication,
inference, or expression of the management.

CITIZEN-NEWS UNIT,
Los Angeles Newspaper Guild,

By: K. SCHLICHTER
Unit Chairman.

Q. (By Mr. Palmer) At the time you discussed
the pictures which Mr. Young had in his office fol-
lowing the strike, your discussion was directed par-
ticularly to one picture of yourself, wasn't it, Miss
Killoran?

A. They were all up there and, naturally, I had
a particular interest in that one, because it was a
terrible picture.

Q. That was your only objection to it, was it,
because it was a terrible picture?

(Testimony of Patricia Killoran.)

A. No, I objected on general principles, and specifically. [440]

Q. Do you recall the picture?

A. Yes. It was a picture of me on the picket line in front of some store or property and I was carrying a sign and had a black dress with white on.

Q. Were you wearing a placard?

A. I was either wearing a placard or carrying a sign. I think I usually was.

Q. Do you recall the wording on the placard or the sign? A. No, I don't.

Q. What is that? A. No, I don't.

Q. Are you sure you didn't discuss with Mr. Young the wording on it?

A. If I saw it, I might remember some discussion.

Q. Wasn't the placard or the sign one that bore the words "Judge Palmer law violator"?

A. It might have.

Q. Well, do you recall anything, now that I refreshed your memory?

A. I wore so many statements, but I don't recall. But I think we probably had a sign with that on.

Q. And you might have carried one?

A. Yes.

Q. And that the picture that he showed you carried one to that effect? [441] A. Yes.

Q. Now, during the strike did you not devote a great deal of time to calling upon advertisers in

(Testimony of Patricia Killoran.)

an effort to persuade them to discontinue their advertising?

A. I was chairman of the boycott committee or advertising pressure committee, I guess it was called.

Q. And you did call upon many advertisers?

Mr. Sokol: Just a minute. I object to that.

Mr. Palmer: My reason for going into that, your Honor, is because of counsel's going into the instructions received from Mr. Young, that she was to stay away from existing advertisers following the strike.

Trial Examiner Whittemore: The objection is overruled. Go ahead.

Mr. Palmer: Will you read the question, please?

(The question was read.)

The Witness: Yes, I did.

Q. (By Mr. Palmer) To ask them to discontinue their advertising?

A. To help us settle the strike.

Q. You asked them to discontinue their advertising, did you not?

A. Asked them to discontinue the advertising to end the strike.

Q. During the strike? [442]

A. To help end the strike.

Q. But during the strike, didn't you ask them to discontinue their advertising permanently, Miss Killoran? A. No.

(Testimony of Patricia Killoran.)

Q. Just while the strike was pending?

A. Yes. I explained to them that, after all, if all the advertising was out of the paper just one day the strike would be ended.

Q. And some of them you called upon frequently, didn't you, Miss Killoran? A. Yes.

Q. And some of them you threatened?

A. No, I never threatened them.

Q. With large picket lines, did you not?

A. We didn't threaten them with large picket lines. We had large picket lines.

Q. But didn't you mention picket lines to any one of the advertisers?

A. We explained to them that the Guild used picket lines and was entitled to do secondary picketing.

Q. Yes.

A. And, after all, that was our weapon, just the same as editorials were your weapon.

Q. You told that to the advertisers?

A. Yes. [443]

Q. And in the course of your activities, publications were issued at regular intervals known as the "Hollywood Citizen-News Striker", were there not?

A. Yes.

Q. And at one time you wrote an article about the Broadway Department Store, did you not?

A. I did not.

Q. I call your attention to an article in the June 30th issue of the Hollywood Citizen-News Striker—

(Testimony of Patricia Killoran.)

Mr. Sokol: Is that about advertising?

Mr. Palmer: Yes.

Q. (By Mr. Palmer) (Continuing) —bearing the headline, "Toil of Shop Girls Paid for her Wedding." A. Yes.

Q. Does that refer to the Broadway Hollywood?

A. I didn't write it, so I don't know.

Q. Did you read the publication?

A. Yes, I read the publication.

Q. Will you re-read it, please, so as to refresh your memory?

Mr. Sokol: I don't think there is any materiality there.

Mr. Palmer: I asked her whether it was about the Broadway——

Mr. Sokol: I will stipulate it refers to the Broadway.

The Witness: It does. That is what it says, yes.

Q. (By Mr. Palmer) And it contains a three column picture with the heading "Toil of Shop Girls Paid for her Wedding." [444] Does that also refer to the Broadway store?

A. I will have to see. (Examining document) Yes, it does.

Q. You had nothing to do with it?

A. Nothing whatsoever.

Q. Do you know who wrote it?

A. No, I don't.

Q. You were, prior to the strike, calling on the Broadway?

(Testimony of Patricia Killoran.)

A. Yes, but I didn't edit the Hollywood Citizen-News Striker.

Q. And during the strike you made calls on the Hollywood Broadway in an endeavor to get them to stop their advertising?

A. I talked to Mr. Shurtz. He stopped me on the street right after the strike started, and I talked to him about it on the street for about a half an hour. I never called on him. [445]

Q. Miss Killoran, you are at the present time chairman of the Citizen-News Unit of the Los Angeles Newspaper Guild? A. Yes.

Q. How long have you been such chairman?

A. Oh, I think since Karl left the Citizen-News —since Karl Schlichter was fired.

Q. That would be since March 30, 1940, on or about that date? A. It has been.

Q. During that time you felt perfectly free to carry on your union activities in the Citizen-News, have you not?

A. When I have had any free time.

Q. What?

A. When I have had any free time. I haven't had very much time to carry on union activities.

Q. But when you have free time, you feel perfectly free to carry on your union activities?

A. I do. I mean, if I have any free time, I would do it, but I don't feel exactly free about it, I will admit.

(Testimony of Patricia Killoran.)

Q. Well, you have since March 30th carried on a good many [453] union activities?

A. Just the usual things like they would in the Independent Printers Union, or anything else; like, there are certain things that have to be done, like telling people or posting notices, or things like that, although I have not tried to use the company's time.

Q. No, I am not accusing you of using the company's time, and I did not intend to.

A. No, I was just explaining.

Q. You have circulated the employees at various times with literature supporting the Guild, have you not?

A. Not downstairs, because we were refused the right to circulate union literature downstairs. We had to mail that out.

Q. Well, you mailed it to employees?

A. But we weren't allowed to circulate it, because you told us we couldn't.

Q. You weren't allowed to post notices outside of the bulletin board set aside for the Guild in the editorial room?

A. No, to distribute literature.

Q. In the editorial rooms you could post any notice you wanted to about the Guild?

A. On our own bulletin board, yes, because that is in the contract.

Q. And you have done that regularly?

A. Yes. [454]

(Testimony of Patricia Killoran.)

Q. And then by mail you have circularized the employees of the Citizen-News? A. Yes.

Q. In an effort to— A. Organize them.

Q. —organize and develop support for the Citizen-News Unit? A. Yes.

Q. How many mailings have you put out, Miss Killoran?

A. Oh, quite a few. I would say about 12 or 14, something like that. I don't exactly know. I am including all mailings; I tried to include all mailings.

Q. Did that start about May 10th?

A. I can tell you which the first one was. It is a man with a tree.

Q. A man with a tree?

A. The man who walks alone, or something like that.

Mr. Palmer: Well, I haven't got it. Will you mark these, please, for identification?

(Thereupon, the documents referred to were marked as Respondent's Exhibits 6-A, 6-B, and 6-C, for identification.)

Q. (By Mr. Palmer) I show you documents marked Respondent's Exhibit 6-A, 6-B and 6-C, and ask you if those are three of the documents which you did circulate among the Citizen-News employees?

A. I mailed them. I did not circulate them among them. [455]

(Testimony of Patricia Killoran.)

Q. Mailed to them? A. Yes.

Q. And did anyone give you permission to use "Citizen-News" in your heading?

A. No. It is "The Citizen-News Guildsman".

Q. The Citizen-News Guildsman? A. Yes.

Q. Was any objection made to your use of "Citizen-News"?

A. I don't think there could be.

Q. Well, there was no objection?

A. No, I don't think there would be any point in making any objection to it.

Mr. Sokol: Just answer the question.

Q. (By Mr. Palmer) Your testimony is that there was no objection raised to it?

A. No.

Q. Was any objection ever made to your sending out and mailing the circulars?

Mr. Sokol: There hasn't been a foundation laid for that question. In other words, there was no foundation laid that it was mailed on company property or company stationery.

Mr. Palmer: No, but in her direct testimony she endeavored to imply that she was criticized for carrying on union activities.

The Witness: I was [456]

Mr. Palmer: I want to show that—you were?

The Witness: Yes.

Q. (By Mr. Palmer) By whom?

A. By Mr. Swisher and by Mr. Young.

Q. By Mr. Swisher and by Mr. Young?

(Testimony of Patricia Killoran.)

A. And by Mr. Sternberg.

Q. And by whom?

A. By Mr. Sternberg.

Q. By Mr. Sternberg? A. Herb, yes.

Q. Herb Sternberg, Mr. Swisher and Mr. Young.

When did you have any conversation with Mr. Swisher in which he criticized you for union activity?

A. After I had circulated this resolution in the composing room.

Q. And where was that held?

A. It was held out in the editorial office, at about four o'clock in the afternoon.

Q. At his desk or near his desk or at your desk?

A. Part of it was near my desk and part of it was in his office. I think he first called me in his office, and later on we continued it out in the middle of the office.

Q. Let's take his office first. Was anybody present with you and Mr. Swisher at that time?

A. No, not in his office. [457]

Q. What did he say?

A. He said that a complaint had come to him that I was passing a resolution out around in the composing room, and that he wanted me to keep out of the composing room, because I was causing trouble out there, just the same as I was causing it downstairs, every time I had a chance.

Q. Did Mr. Swisher make any reference at that

(Testimony of Patricia Killoran.)

time to the contents of the resolution at all—make any reference whatsoever to the contents of this resolution which you were circulating?

A. I imagine that something was discussed about the resolution.

Q. Well, can you recall any reference whatsoever?

A. I can't recall the exact conversation.

Q. Did he refer to the clause in the resolution that stated that you understood that the management favored the composing room joining the Typographical Union?

A. No, he did not refer to that.

Q. Mr. Swisher did not refer to that?

A. No.

Q. When after that time did you have any other conversation?

A. The same day. He said—I put a posting item, put up a posting on the big strike, that the Guild was the victor in the Labor Board—in the strike, I mean.

Q. A posting on the bulletin board? [458]

A. Yes. And he said that anybody that would put up a false statement like that couldn't be trusted to do anything.

Q. Who told you that? A. Mr. Swisher.

Q. When was this?

A. This was—well, it was at the time of the settlement of the Chicago strike.

(Testimony of Patricia Killoran.)

Q. And what was this notice that you posted?

A. It said that Chicago—or, that the Guild was the victor in the Chicago strike, which I believed, and which I still believe.

Q. And Mr. Swisher told you he believed the Guild was not the victor?

A. No. He said that anybody that put up a notice like that, as unit chairman, that you could not believe anything they said.

Q. I see.

A. And he also said, as a matter of fact, that the Guild was not a reputable organization.

Q. Didn't he tell you that the Guild, as a matter of fact, had lost the Chicago strike?

A. Yes, he said it had lost it.

Q. He said that?

A. But I don't think so.

Q. No, but he told you that. Now, in reference to Mr. Young, when did Mr. Young ever speak to you? [459]

A. Well, I recounted all that conversation.

Mr. Sokol: You are on cross examination now.

The Witness: Oh.

Q. (By Mr. Palmer) Was that the time he spoke about his brother being a good union man?

A. The first time he talked to me, right after the strike, when he said that things could never be the same as they had been, and when he told me not to go to the stores, and when I pointed to the pictures and he said, "After what you have done, how could you expect me to trust you," and when all that happened.

(Testimony of Patricia Killoran.)

Q. Did he not at that time tell you that your activities with the merchants had offended many of the merchants? That your activities during the strike had offended many of the merchants?

A. He said I was not to go into Innes and Barker Bros. because the management did not want me to go in there, but subsequently they called me back themselves at Barker Bros.

Q. Who called you back? A. Mr. Watkins.

Q. Who called you back at Innes?

A. I went in there with my sister one day, and Mr. Laughlin—

Q. What was that?

A. I went in to Innes, because I didn't see any reason why I should not go in there, and I met Mr. Laughlin, and I told [460] Mr. Laughlin—well, he was the manager, and when he saw me, he said "Where have you been?"

And I said, "Mr. Young told me you didn't want me to come in here."

And he said that was not true—

Q. Mr. Laughlin said he had not?

A. He said, "You come in any time you want to, Pat."

Q. Now, what else did Mr. Young say to you?

A. Well, he told me that I was to sell advertising out in Beverly Hills.

Q. Yes, but about union activities, Miss Killoran. A. Well, later on, you mean?

(Testimony of Patricia Killoran.)

Q. At any time, yes.

A. Well, at the time of this argument we had about I. Magnin & Company—

Q. About what?

A. I Magnin & Company.

Q. Now, let's explain that. I got what you meant, but I don't think it got into the record. I. Magnin & Company invited representatives of the press to a cocktail party, is that it?

A. Yes, to a press cocktail party, at which they were to entertain—

Q. At which they were what?

A. They were entertaining the Crown Prince of Sweden, is what [461] they were doing.

Q. Showing him some new department?

A. No, just introducing him, I think.

Q. Introducing him?

A. The Crown Prince of Sweden.

Q. To the representatives of the press?

A. Yes.

Q. And it was held at the I. Magnin Stores?

A. Yes.

Q. And you were invited?

A. Yes, I was invited.

Q. And because of some injury you didn't attend?

A. I attempted to get somebody to attend. Helen Ewing, it was, and she had to go home because she had sinus trouble, so nobody was represented.

(Testimony of Patricia Killoran.)

Q. Did you tell Mr. Young you were unable to attend? A. You mean, at the time?

Q. Yes.

A. Oh, no, because the press cocktail parties—I got an invitation to them almost every day, to some place, and I more or less used my own discretion; and if there is some publicity to be published, that is usually sent to me, and at this particular time I didn't get any publicity, and, apparently, some of the downtown papers hadn't got theirs either, so there had been no new publicity in connection with it. [462]

Q. Now, you knew that Mr. Young always considered the I. Magnin account a very desirable account to have in the Citizen-News, did you not?

A. Oh, certainly.

Q. I see.

A. But I dealt with all of the accounts on a basis of using my own discretion, and I tried to get someone else to go.

Q. You didn't tell him that you were unable to attend? A. At that particular time?

Q. So he could send someone in your place?

A. No. As a matter of fact, afterwards I went out to see the Crown Prince out at his home in Beverly Hills, and I wrote a story about it, and Miss Slesinger at I. Magnin said it was the best story written about him. I did that to try to redeem myself. And that was the thing I told Mr.

(Testimony of Patricia Killoran.)

Young I would try to do, after he said he couldn't believe me after all the things we had done.

Mr. Sokel: We still haven't got to that union activity talk, have we?

The Witness: It was during this conversation, that he said that to me, and he said that and I said, "Who do you mean, me?" And he said, "All of you."

Mr. Sokol: Oh, I see.

Q. (By Mr. Palmer) "All of you"—you mean that he said he couldn't trust? [463]

A. Yes.

Q. And he said "All of you"?

A. And I said I knew what he meant by "all of us", and he said that was something that he wasn't allowed to discuss, but he had a brother who was a union man.

Q. And that was the time that you told him you could discuss it, even though he could not?

A. Yes.

Mr. Palmer: Will you mark this, please.

(Thereupon, the document referred to was marked as Respondent's Exhibit 7, for identification.)

Q. (By Mr. Palmer) I call your attention to Respondent's Exhibit 7, for identification, purporting to be an issue of the Citizen-News Guildsman, dated August 12, 1940, and ask you if you can identify that? A. Yes.

(Testimony of Patricia Killoran.)

Q. What is it, Miss Killoran?

A. I didn't get your question.

Q. What is the document before you?

A. The "Citizen-News Guildsman."

Q. Put out by you, or edited by you?

A. Edited by me, yes. This was sent out, and this was supposed to be circulated to prospective Guildsmen, and in that we didn't put anything that would discourage Guild—discourage them from joining the Guild. [464]

Q. This was mailed to prospective Guildsmen?

A. To people whom we hoped to interest, yes.

Q. And the article "C-N Renews Guild Contract" was written by you?

A. Yes, because we wanted to get them into the Guild too.

Mr. Palmer: I ask that that be admitted in evidence as Respondent's Exhibit 7.

Mr. Sokol: I object to that.

Trial Examiner Whittemore: You what?

Mr. Sokol: I object to its reception in evidence. I don't see the purpose of it.

Mr. Palmer: It is one more issue of the "Guildsman" in addition to the three there.

Mr. Sokol: Were the other three received?

Mr. Palmer: Yes.

Mr. Sokol: No, I don't think so.

Trial Examiner Whittemore: They haven't been offered.

Mr. Sokol: I am objecting to all of them.

(Testimony of Patricia Killoran.)

Mr. Palmer: All right. I will offer Respondent's Exhibit 6-A, 6-B and 6-C in evidence.

Mr. Sokol: I object to them.

Mr. Palmer: And at the same time Respondent's Exhibit 7 as an exhibit, all of which are offered for the purpose of indicating the union activity carried on by Miss Killoran, to offset implications that her union activities were inter- [465] fered with.

In addition, Respondent's Exhibit 7 is offered to show her statements, as chairman of the Citizen-News Unit, in reference to the last contract executed between the Guild and the Citizen-News—

Mr. Sokol: I object to that.

Mr. Palmer: ——which are all very pertinent, if you are after background.

Trial Examiner Whittemore: The objection is overruled. They are received.

(Thereupon, the documents heretofore marked as Respondent's Exhibits 6-A, 6-B, 6-C and 7, for identification, were received in evidence.)

THE CITIZEN-NEWS GUILDSMAN

Written By and For
Commercial Employees Of The
Citizen - News

Vol. 1, No. 5 Hollywood, California

June 3, 1940



When a seller needs a guide

AN EDITORIAL

In a Credit Union bulletin a year or so ago, office workers were cited as making less money than any other class of workers in America — an average of industry of somewhere around \$15 or \$20 a week.

Why has this been true? Surely it seems rather ironical that the men and women whose job it is to total up employers' profits, to meticulously keep tab of dimes and dollars so that there will be no leak in those profits should be so much more poorly paid than the factory worker, the painter, the writer, the salesman who too make the wheels of industry turn round.

There is one answer to it. The white-collared office worker has been among the last to organize. With the organized worker on the one hand and the organized employer on the other, — both working individually for their share of the profits, — the individualist — "localollar" worker has had to content himself with the crumbs.

It has been true in the newspaper business. First came the composing room workers for whom the Typographical Union, the Prosmen, the Engravers, the Stereotypers, in years of united effort set up a fair wage scale, a scale in which even non-union mechanical workers profit in unorganized plants today.

Then along came the American Newspaper Guild, first into the editorial departments and soon on an industrial basis into other departments so that all newspaper workers should be assured through contract of shorter hours, better wages, increased job security through severance pay.

And has it paid? Let's examine the Herald-Express Guild contract clause covering commercial department employees, and look at the answer in black and white,

Bookkeepers — General Ledger

(Cont'd. on p. 2) Less than 1 yr. experience.....\$35.00
More than 5 yrs. experience.....\$50.00

Respondents Exhibit 6-A

ELSA MAXWELL ---**PAGING "MISS MOTION PICTURE"**

Hey, you gals! Anyone is eligible to compete in the "Miss Motion Pictures" contest with a two-week studio contract for the winner. Also get in on the \$100 cash prize Jitterbug Contest (competing against Elsa Maxwell herself).

Just a few of the scenes of thrills and surprises set for the gigantic party at the Grand Ballroom, 9th and Grand Avenue, June 22.

Admission: \$1.25 and well worth twice the price.

PUBLISHERS BACK TYPOS' CLAIMS

A recent (confidential) bulletin of the American Publishers Association quotes with approval the decision of William Ray, chairman of an arbitration board in Salt Lake City, in a case involving the Typographical Union there. Ray said: "The publishing of the newspaper is in no sense a joint venture; the printers have denied any responsibility as to the mistakes of management of the papers and have insisted that they are entitled to their compensation, irrespective of whether or not the newspaper is a profitable or failing venture.

"This is a necessary and logical attitude if it were not so the compensation of the printers on each paper (in a city) would vary from month to month and from year to year; and as between two papers would be at constant variance."

ELSA MAXWELL --- ASK US ANOTHER

QUESTION: How would another department go about being included under a Guild contract, now covering only editorial employees?

ANSWER: At any time a majority (one over half, excluding ex-officio) may designate the Guild as representative of that department for purposes of collective bargaining under the Wagner Act. Then that majority would meet, go over contracts on other newspapers that have contracts covering their department and decide what requests to them seem fair. Guild negotiators, chosen and instructed by the departments involved, then negotiate the requests with the management. Simple, isn't it?

RABBI BARNETT R. BRICKNER SAYS:

"Modern Judaism takes the stand that the worker has an inviolable right in the industry in which he works; a right which is equal to that of the investors; that he has a right to organize in unions of his own choice and to bargain collectively. It stands for the moral right of the worker to a living annual wage and believes that the right relations between capital and labor can never be consummated until a just and equitable distribution is made of the national income."

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AN EDITORIAL

(Continued from page 1)

<u>Bookkeepers -- Senior Grade</u>	<u>General Cashier.....</u>	<u>\$50.00</u>
Less than 1 yr. experience.....	25.00	More than 3 yrs. experience..... 40.00
More than 5 yrs. experience.....	40.00	Purchasing Agent..... 50.00
		Advertisers -- Advertising & Circulation
<u>Bookkeepers -- Intermediate Grade</u>	<u>Credit Man and Adjustors</u>	
Less than 1 yr. experience.....	25.00	Less than 1 yr. experience..... 30.00
More than 5 yrs. experience.....	45.00	More than 3 yrs. experience..... 40.00
		Collectors -- Advertising & Circulation
<u>Payroll Clerk, Checkers, and Billors</u>		
Less than 1 yr. experience.....	20.00	Less than 1 yr. experience..... 25.00
More than 5 yrs. experience.....	35.00	More than 3 yrs. experience..... 32.50
		(For authorized use of automobile, an additional amount of \$15.00 per day will be paid)
		Comparative wages are also set forth for employees with two, three and four years' experience.
		Complete information upon request.

And of course dismissal indemnity (severance pay) insured under contract amounting to one week's pay for each six months of employment or major fraction thereof up to 28 weeks' pay.

You, the men and women whose skill at figures help you hold down that job you have today; that job whose wages, even with your skillful budgeting, never quite cover your living costs - costs sure to mount with the threat of war!

JOIN THE GUILD TODAY

Rep. Ex. 6-A (Cont.)

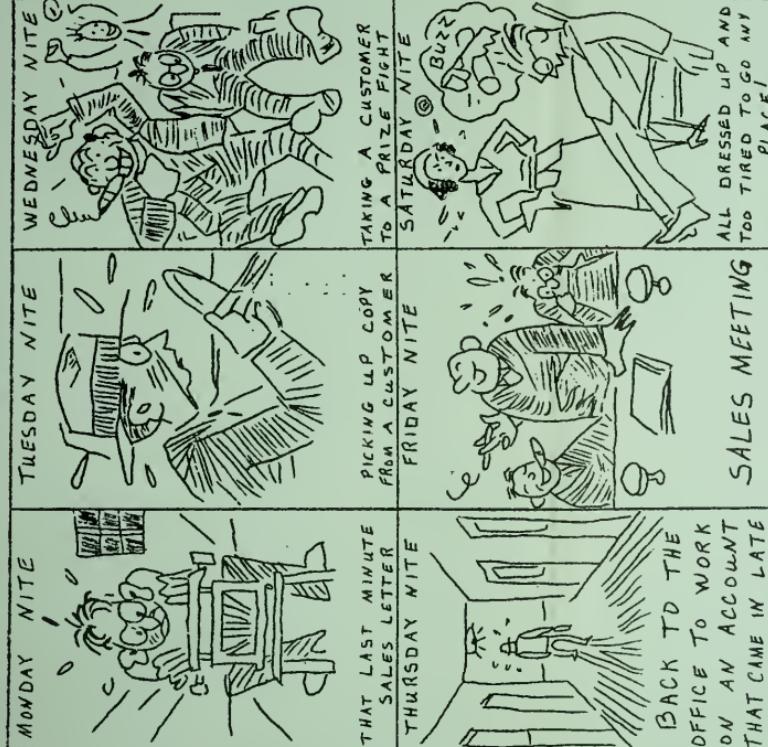
FCC CITIZEN-NEWS GUILDSMAN

Written By And For
Editorial And Commercial Employees Of The Citizen-News

Hollywood, California

Vol. 1, No. 4

May 24, 1940



ANN EDITORIAL *Al Capp* *6-3*
Kilkenny

Respondent's Exhibit 6-B

Should the threatened emasculation of the Wages-Hours bill become a reality, there is one more reason that our "white-collared workers" in the higher salary brackets will do well to pin their hopes on membership in the American Newspaper Guild.

Cloaked in the sheep's clothing of "redefinition" are "wolfish" proposals to exempt outside salesmen; employers who make more than \$50 a month and employees such as bookkeepers and stenographers and office help who do not come into contact with the administration of industry, and whose hours are less than 450 a week. Obviously, these proposals will not be incorporated in the Wages-Hours Bill, which a week to the vanishing point the number of white-collar workers (1,500,000 of them) who now are benefited by this humanitarian bill.

Just because you wear a white collar, don't because you honest in writing not to work more than 40 hours per week. There is one reason why you shouldn't do it, and that is on the fair wages (time and a half for overtime over 42 hours) that our Federal Government so recently decreed was the right of those who work for their livelihood.

* Proposed changes now referred to committee, for study, and bound to be fought for in next session of Congress by those who hope to destroy the wages-hours bill.

(Continued on page 2)

ALL EQUAL

(Continued from page 1)

The answer is NO. And that answer is written right into every Guild contract in plain, unmistakable, non-exemptable terms.

Let's examine, as an example, that part of the plant-wide contract covering display advertising salesmen at the Los Angeles Daily News.

FIVE-DAY PAY-OUT-HOUR WEEK. "Five days (or nights) of eight hours each, continuous in a nine hour period exclusive of meal time, shall constitute a regular work week and time worked in excess of eight hours in any one day or in excess of five days in any one calendar week shall be credited as overtime."

OVERTIME. "Overtime shall be worked when required by the Publisher and shall be paid as follows: If an employee work more than 40 hours but not more than 42 hours in any seven day period embracing the employee's work week, overtime shall be compensated for by the allowance of time off for overtime in periods of not less than eight consecutive hours.

Overtime in excess of 42 hours shall be paid for in cash at the ratio of one and a half for overtime." MINIMUM WAGES. "The following shall be the MINIMUM wages paid display advertising salesmen, national and display desk men (both local and national):

Display Salesmen

Less than 1 year experience.....	\$35.00
More than 1 year; less than 2...	40.00
More than 2 yrs.; less than 3...	45.00
More than 3 yrs.; less than 4...	50.00
More than 4 yrs.; less than 5...	55.00
More than 5 years experience...	60.00

In addition to the 3 year scale above set forth.

All this sums up to one sensible conclusion: JOIN THE GUILD TODAY

THEY HAVE GOOD

(Fourth of a Series)

VINCENT P. O'BRIEN, chairman of the Lorn (Mass.) Daily Evening Item during last summer's four month's strike, has been appointed to an executive position in the editorial department. He will have charge of all news coverage as assistant managing editor.

WE PROGRESS REPORT

\$15,000 RAISE WON
IN DETROIT CONTRACT

More than \$15,000 in raises for the coming year; time-and-a-half in cash for overtime over 40 hours; a four day week for weeks in which major holidays fall; and a war-risk clause guaranteeing jobs and severance pay (if incapacitated) for employees called to war services.

This CITIZEN-NEWS GUILDSMAN belongs to editorial and commercial employees of the Citizen-News. If you like it, say so. If not, ditto. Ideas, criticisms and suggestions are welcome. FROM ANYONE IN the plant, communications may be sent with Pat Killoran.

QUESTION: Why does the Guild have outside negotiators? Why do they disapprove of independent unions?

ANSWER: Let's answer the first question by asking one: If YOU were on that negotiating committee and had been instructed to ask for a well-deserved \$5 pay raise and the boss plainly indicated he didn't want to give it, would you stick by your guns? Ninety-nine out of a hundred wouldn't, and the man who did would find himself fired or shifted to an undesirable job in record time, experience has proved. As to question two: The history of independent and company unions has proved that they start out brilliantly but within a few months they discover they haven't been getting anywhere. The gains made by strong industrial unions like the Newspaper Guild prove: IN UNITY THERE'S STRENGTH.

WE HAVE DEPARTMENT

This CITIZEN-NEWS GUILDSMAN belongs to editorial and commercial employees of the Citizen-News. If you like it, say so. If not, ditto. Ideas, criticisms and suggestions are welcome. FROM ANYONE IN the plant, communications may be sent with Pat Killoran.

GUILD RECEPTION COMMITTEE



Rep. Ex. 6-B (cont.)

THE CITIZEN-NEWS GUILDSMAN

Written By And For
Commercial Employees Of The
Citizen-News
Editorial And
Advertisement

Walt Disney
Hollywood Collection

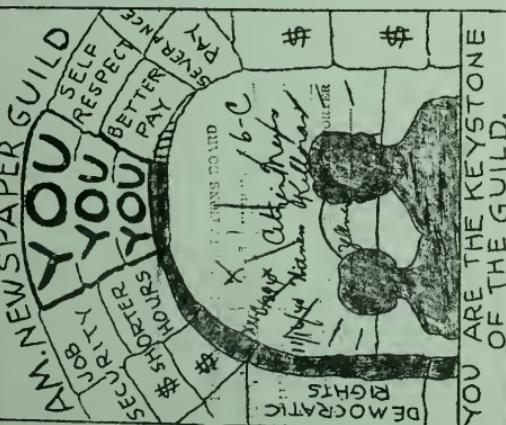
2022-23

Hollywood California

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ZANI EDITORI 21

AN EDITORIAL--



PUBLISHERS HAPPY OVER RISING REVENUES

REPORT DECLINE OF LABOR-TROUBLE

IN NEW YORK POW-WOW

eing revenues, labor-tr

insurance of an even

; Unfettered the power of America
and Buchanan /

"Optimism also was evident on the led-
ger side of the newspaper business in 35th annual con-
vention at the Waldorf Astoria, New York
City, last week. Here's how it was re-
ported in *Newsweek*:

"That newspaper advertising, which shrank from 1936 through 1938, reversed course in 1939, and newspaper business, for committee reports showed:

that the downward curve last year and is continuing to climb steadily upward. "That NOT ONE (caps ours--Ed.) of the 1449 ANFA member newspapers was suspended by strike during 1939. Generally, there were fewer strikes against newspaper as a year than in any of the several preceding years.

8. *{cont'd. on p. 2}*

BANT AND BAEDEKER

This CITIZEN-NEWS GUILDSMAN belongs to the editorial and commercial employees of the Citizen-News. If you like it, say so. If not ditto. Ideas, criticisms and suggestions are welcome FROM ANYONE in the community. Correspondents may be left with the editor.

ASK US ANOTHER

QUESTION: As long as you in the editorial department have your contract, why are you so anxious that members of other departments join the Guild?

ANSWER: Fair enough. We believe that if we, in only one department under contract, have been able to negotiate severance pay (one week for every year up to five years and one week for every 30 weeks thereafter up to 26 weeks); higher mileage; five-day, 40-hour week (this has been applied to editorial department executives since the Guild contract was signed), and other benefits; that if all departments were under Guild contract, all employees would further benefit. We believe that other departments, through their own established Guild units, grievance committees, etc., should have as much say as we do about negotiating the conditions under which they want to work.

Respondent's Exhibit 6-C

HERBERT HOOVER SAID:

THEY MADE GOOD

The trade unions can fairly claim great credit for the abolition of sweat shops, for recognition of fairer hours in industry, reduction of overstrain, employment under healthful conditions and many other reforms. Those gains have been made through hard COLLECTIVE BARGAINS (capital outlay--Ed.) and part of the difficulties of the labor situation today is the bitterness with which these gains were accomplished.

An Editorial

(cont'd. from p 1)

they get back those dollars that they've spent to run their car; every time they are reminded that "the Citizen-News is on a 40-hour week. Be sure to get your manager's OK (which should mean overtime pay when they work overtime)."

And those same people shudder at the thought of what might happen to these just and deserved rights and pay raises if ever the time came when there was no Guild in the Citizen-News.

It is those people, you, and YOU, salesmen of the display advertising department; the boys on the copy desk; the girls and fellows in classified, the folks who work in the commercial departments, circulation, on the switchboard, whom we urge to accept our friendly and concerned invitation, JOIN THE GUILD TODAY.

If the Guild in the Citizen-News continues to be your bulwark against pay cuts against long hours, against dismissal without severance pay, it will be because you have got in there alongside; have enlisted yourselves, your entire departments, on the side of America's 19,000 other Guild men and women.

The limit to you join the Guild, it becomes, not our Guild, the select property of a few editorial and commercial workers. It becomes YOUR GUILD: a union which is YOUR UNION, a union in which YOU say what's what; YOU determine what to ask for or not to ask for; YOU decide what the policy of YOUR GUILD shall be.

If you sometimes perhaps haven't liked what the Guild has done, don't do like the guy who doesn't vote but who enforces the government, GET IN THERE AND PITCH IN! Organize your own department Guild unit; write your own contract; make your own destiny as any hard-working, conscientious newspaper man or woman on the Citizen-News or elsewhere, has a legal and a moral right to do!

JOIN THE GUILD - MAKE IT YOUR GUILD TODAY

If you think you earn, or, what's more likely, think some day you're going to earn too much money to belong to a union, think this over: Among the "now-paid" people who are unionists are Frank Moran, President, Jean Blondell, Robert Montgomery, Jimmy Cagney and Lionel Barrymore, all members of the executive board of the Screen Actors Guild, a trade union just like ours.

HERE'S WHERE OUR MONEY GOES

Elsa Maxwell, America's A-1 and No. 1 party throner, is giving her FIRST PUBLIC BRIEFLY announced in Variety on Wednesday, plans for the event, to be held sometime in June, are Colossal, Stupendous and Terrific. Watch for further announcements here.

Publishers' Happy

(cont'd. from p 1)

"That the outbreak of the European war has caused no undue disturbance in the newspaper situation. The existing North American output can care for all American needs.

"That while wage costs of APA members continued to rise during 1939 out of all proportion...the trend of the wage rise has leveled off slightly in 1940." ^{upwa#9}

Resp. Ex. 6-C (cont)

(Second of a series)

WILLIAM M. PINKERTON, 30, editor of the Associated Press' special Sunday staff in Washington, D. C. Pinkerton's newspaper career began in his native Oak Park, Wis. Graduated from the University of Wisconsin in 1931, he worked for the Omaha World-Herald and later for the Kansas City Star. He joined the Associated Press in Washington and the Guild there in 1935. He has covered many major stories such as the beginning of the AAA surplus reduction program, and the G-Men's drive against the kidnapers in 1936. He did graduate work in economics at Wisconsin in 1932-33 and expects to pursue the same studies at Harvard as a recent winner of the Merion newspaper fellowship.

EXTRA! Elsa Maxwell To Give 1st Public Party For L.A. Guild

The current Guild budget drawn up for a six months' period provides for the following monthly expenditures: Organization, \$20; administrative officer, \$110; office salary (part time), \$60; postage, \$40; telephone and telegraph, \$32.50; rent, \$50; printing, \$25; legal, \$35; per capita, (to Labor's Non-Partisan League etc.), \$32.50; donations and advertising, \$35; audit and collections, \$12; convention expenses, \$50; office equipment, \$11; contribution to CIO radio program, \$65; activities (sports, etc.), \$5; filmographing, \$25; nicollations, \$20. The Guild treasurer makes an itemized report at every membership and Representative Assembly, detailing on the month's expenditures.

(Testimony of Patricia Killoran.)

RESPONDENT'S EXHIBIT 7

Citizen-News Guildsman
Written By And For Editorial and
Commercial Employes of the Citizen-News

Vol 1, No. 6 Hollywood, California Aug. 12, 1940

C-N RENEWS GUILD CONTRACT

Severance pay, increases in salary for employes in the lower wage brackets through continuation of a contract in which wages are dependent upon length of service up to five years, are again insured Guild members Under Written Contract, following renewal of the Citizen-News Guild contract signed by management and Guild representatives July 31. The contract extends to June 31, 1941.

Indirectly and to an extent limited by the management's verbal promise (a promise which, according to Willis Sargent, attorney for the management, is admittedly revocable at management will) resigning of this contract indirectly also protects other Citizen-News employes who have been insured by the management of Guild Severance Pay.

Inclusion of a war clause states that in the event of war, leaves of absence, without jeopardizing jobs or severance pay, shall be granted all Guild employes. The management agrees that said employes shall be taken back into his or her old position or into similar positions; that severance pay shall be paid to the estate in the event of death during serv-

(Testimony of Patricia Killoran.)

ice; and to the employe in event he or she becomes physically or mentally incapacitated in war service.

Overtime provisions calling for straight time off or time and one-half off for employes working more than 40 and no more than 42 hours per week; for time and a half in cash for employes working over 42 hours per week are also included in the contract. In the event of death such overtime is paid to the employe's estate.

Salary increases among Guild members since Aug. 38 amounted to approximately \$4500 under terms of the Guild contract. Other salary increases based on increasing length of service are looked forward to by Guild members in the lower salary brackets who do not yet receive the top minimum salary.

Guild representatives point out that further gains, covering all departments such as those already negotiated on the Herald-Express and now in process of negotiation on the News, could more easily be secured at the Citizen-News if the paper were organized on an industrial basis in which all employes participate in Guild benefits, under plant-wide Guild contract.

UNITED WE STAND—AND GROW

Reports made at the last general membership meeting, held last Tuesday, show the following:

At the Herald there are over 250 members of the Guild in good standing with a new contract just signed calling for a modified Guild Shop which will

(Testimony of Patricia Killoran.)

bring scores of other members into the Guild. Nearly 200 members in good standing in all departments at the News give bargaining strength to this unit for negotiations now under way.

64 employes have joined the Guild at the News within the past month. More than 200 members have joined or been reinstated in the Los Angeles Newspaper Guild during the past two months.

“JUST GENERALITIES”

Since the Guild believes that anyone who is fired from his job has the human right to know why and should not be answered when he asks, by any such excuse as “just generalities,” the Citizen-News unit of the Guild asked for and received this clause in their contract, as written protection against such practices:

“Upon Dismissal, an Employe, Upon Request, Shall Receive a Written Notice from the Publisher or His Agent, Stating the Reason or Grounds for Dismissal.”

Just another good reason why You Should Join the Los Angeles Newspaper Guild.

A. N. P. A. WOULD STYMIE US ON WAGE-HOUR ACT

Elisha Hanson, representing the American Newspaper Publishers Association and other publisher associations, appeared at a public hearing of the Wage-Hour Division recently, asking for redefini-

(Testimony of Patricia Killoran.)

tions of wage-hour act terms which, if effective, would exclude large groups of newspaper workers from Wage-Hour law benefits.

The proposed definitions would create separate definitions of "executive" and "administrative," which are treated as synonymous in the present definitions. His redefinition of "administrative" employes would cover anyone receiving \$25 or more a week, who "assists any other employe in an executive capacity," who "supervises responsible work requiring special training and exercises discretion and judgment," or who "has special tasks or assignments relating to management policies or takes part in the general business operations involving exercise of discretion or judgment." These would be excluded from provisions of the Act. In other words just about everyone you could think of who works on a newspaper and has any sense of responsibility toward his job.

Opposing Hanson was Victor Pasche, newly elected secretary-treasurer of the American Newspaper Guild, who effectively set forth the Guild's contention that working newspaper men need the protection of the Wage-Hour Act just as do other industrial employes and have expressed themselves in the face of consistent publisher opposition by forming their own Guild unions, with contracts including ceiling on hours and a floor under wages, as acknowledgment of this need.

(Testimony of Patricia Killoran.)

\$30,000 IN RAISES IN NEW SAN DIEGO GUILD CONTRACT

A contract calling for \$30,000 in raises, night pay and new employes, has been concluded by the San Diego Guild in negotiations with the San Diego Union-Tribune Publishing Company.

The raises range from \$2 to \$15 a week for Advertising, Credit and Collection Departments, with some raises for editorial workers in Lower Experience Groups, which were revised upward. Switchboard Operators get a 35-hour week, pay increases and a provision against split shift.

Severance pay is increased from 24 to 26 weeks. Part time workers get severance pay on the basis of how much time they work.

Strength of bargaining power which results in such gains depends upon the strength of the Guild. United We Stand—For Security for All Working Newspaper Men, Better Hours, Better Working Conditions. Join the Guild Today.

SEVEREST CRITIC!

James Francis Crow, Citizen-News drama editor and Guildsman, shares honors with Frederick Othman, Walter Winchell and other famous critics, in a recent interview "If You Want to be a Critic," by W. Gerdes-Testa in *Writers—Markets and Methods*, a national magazine. Jim is called "Hollywood's severest critic and the one to whom members

(Testimony of Patricia Killoran.)
of the film colony pay more attention than to anyone
else." No mean compliment.

**I Want To Join The
LOS ANGELES NEWSPAPER GUILD**

Name

Address

Phone Department

Fill in and mail to the Guild office, 212 West Third
Street, or see Pat Killoran, unit chairman, Cit-News

The Witness: Those were used to sell our
product.

Trial Examiner Whittemore: Just wait for the
question.

Mr. Palmer: I notice it is just a few minutes
after 12:00 and I have just one other subject matter
to take up with the witness.

Trial Examiner Whittemore: It is agreeable, if
it is going to be brief, for you to finish.

Mr. Palmer: I will endeavor to make it very
brief.

Trial Examiner Whittemore: You have no ex-
tensive redirect of this witness, have you?

Mr. Sokol: No.

Trial Examiner Whittemore: Then if it is agree-
able to [466] all, you may proceed.

Mr. Sokol: Can I ask one question now, and
maybe you will want to return to it?

Mr. Palmer: Yes.

(Testimony of Patricia Killoran.)

Redirect Examination

Q. (By Mr. Sokol) After the strike and after you returned to work, did the Hollywood-Broadway ever speak to you about the work of the Hollywood-Broadway?

A. Yes. They requested that I come back and write publicity for them.

Q. That store did? A. Yes.

Mr. Palmer: Did you go back and write publicity?

The Witness: Yes. You were there.

Q. (By Mr. Sokol) The store itself requested that? A. Yes.

Q. And about Mr. Sternberg, you said he had criticized your Guild activity, did you?

A. Yes. In the first few weeks after the strike, he was very vehement in his——

Q. What did he say? A. Oh, just——

Q. Give us his words, or the substance of it.

A. ——what a fool I was, and what a monkey I made of myself, and how terrible the C.I.O. was and the Guild was and the [467] strikers were, and so on, and so forth.

Q. Did he say that to other people, too, in your presence?

A. Well, he said it so everybody could hear it.

Mr. Palmer: Who was present?

Q. (By Mr. Sokol) Where was it that he said that?

(Testimony of Patricia Killoran.)

A. Oh, he said it whenever I would talk to him about the home economics, or he would be out, maybe, in the middle of the advertising display office, or any place. He really felt very strongly on the subject.

Mr. Sokol: That is all.

Recross Examination

Q. (By Mr. Palmer) You weren't working under Mr. Sternberg, Miss Killoran?

A. He handles national display advertising for home economics, and he handled the copy, the editorial copy for home economics.

Q. The publicity for home economics?

A. Yes.

Q. Where was the first of these conversations with Mr. Sternberg, that you can recall, the very first one that you can recall?

A. In the first few weeks after the strike, yes, there was so much name calling going on around there, that, honestly, I can't remember which was first, and which was second, and which was third.

Q. There was a good deal of name calling by those who had [468] not gone on strike, and mutually? A. No, not mutually.

Q. There was no name calling on the part of those going out on strike?

A. No, not by me.

Q. The name calling that you heard was wholly by those who had not gone on strike?

(Testimony of Patricia Killoran.)

A. Yes. Mostly executives, in fact.

Q. Well, what executives?

A. Well, John Kemp, and Mr. Sternberg, and Mr. Young, and Mr. Swisher, and yourself.

Q. Now, John Kemp—what is his position?

A. He is the manager of the shopping news.

Q. Manager of the shopping news?

A. Yes.

Q. How many people work with John Kemp?

A. Bob Sunderlund and Mr. Nelson, and I write the front pages of the shopping news.

Q. And when did you have a conversation with John Kemp?

A. When we first came back to work, we had our desks with our backs to John, so practically every morning we carried on some kind of a conversation.

Q. Can you recall any particular conversation with Mr. Kemp? A. Just the usual thing.

Q. Well, what was it? [469]

Mr. Sokol: What is Mr. Kemp's title?

The Witness: He is the manager of the shopping news.

Mr. Sokol: And what was this name calling?

The Witness: Oh, mostly what a fool I had been to go on strike, and I was such a fine girl and it was a shame I had made a monkey of myself, and the Guild only got people into trouble, and he was glad he hadn't continued in the Guild, and so on, and so forth.

(Testimony of Patricia Killoran.)

Q. (By Mr. Palmer) John had been a member of the Guild prior to the strike?

A. At one time. He had just given an initiation fee.

Q. Prior to the strike John Kemp had been a member of the Guild?

A. I don't know. He signed a card, but I don't know, I would have to look that up.

Q. Well, was he admitted to membership after he signed his application?

A. I don't think he was. Was he?

Oh, excuse me. Pardon me.

Mr. Palmer: If your Honor please, I want to say now that I think we had better adjourn until Monday morning, because when I said I had very little more, these additional names hadn't been brought in, but two additional names have been brought in and I wish to question about those in addition to the other things I have. I told your Honor I thought we [470] could finish, but now I think not.

The Witness: That is all I have to say about them.

Mr. Palmer: Well, I am not through with the Steinberg incident.

Trial Examiner Whittemore: I am perfectly willing to continue for a few minutes longer, if you are going to be able to finish with the witness.

Mr. Sargent: Your Honor please, every time I

(Testimony of Patricia Killoran.)

made an engagement within the past few days, I have had to cancel it, and yesterday you said that we would adjourn at 12:00 o'clock, so I made appointments relying on that, and I have one for a quarter past 12:00.

Trial Examiner Whittemore: You are quite right. I did agree to that. I had forgotten that. The thing I was thinking of was that if it was going to be only a few minutes now, I understood that the witness is working——

The Witness: I am awfully busy on Monday, Tuesday and Wednesday.

Mr. Palmer: Your Honor please, our business will probably have to be disrupted more or less next week anyway, because we expect to call many witnesses from the Citizen-News.

The Witness: Well, I can't come.

Trial Examiner Whittemore: Off the record.

(Discussion off the record.)

Trial Examiner Whittemore: On the record.

[471]

Mr. Palmer: We move for a continuance at this time.

Trial Examiner Whittemore: We will adjourn the hearing at this time until Monday morning at 9:30.

(Whereupon, at 12:10 o'clock p. m., November 16, 1940, the hearing in the above entitled matter was adjourned until 9:30 a. m., November 18, 1940. [472]

PATRICIA KILLORAN,

a witness called by and on behalf of the National Labor Relations Board having been previously duly sworn, was examined and testified further as follows:

Recross Examination

(Continued)

Q. (By Mr. Palmer) Miss Killoran, on one conversation with Mr. Young I believe you said you asked Mr. Young why things couldn't be as they were before and Mr. Young replied that things could never be as they were before; is that your testimony?

A. Yes. I said that I had come back intending that things would be the same as they were before and he said they could never be.

Q. When was this conversation held?

A. This was just after I came back to work.

Q. You mean just after the strike?

A. Yes.

Q. After the strike stopped there were two weeks vacation for the strikers and then it was after that when you came back to work? A. Yes.

Q. Sometime during that first week? [474]

A. Yes.

Q. During the strike, Miss Killoran, your activities were to get advertisers to stop advertising and Mr. Young, as business manager, was trying to get advertising for the paper?

(Testimony of Patricia Killoran.)

Mr. Sokol: I object to the form of the question.

Mr. Palmer: I will withdraw the question.

Q. (By Mr. Palmer) Your activities were activities to get the advertisers to stop advertising in the Citizen-News during the strike?

Mr. Sokol: That is objected to as immaterial.

Mr. Palmer: Well, I will withdraw that question and ask another one.

Q. (By Mr. Palmer) What were the conditions existing before the strike, Miss Killoran, to which you referred?

A. Oh, that I went out and worked as hard as I could and gave service to the advertisers and did my job as well as I knew how and tried to get business for the Citizen-News.

Q. Are you doing that same type of work now?

A. Definitely. [475]

Q. You stated that Mr. Lugoff was very active in Guild activities? A. Yes, he was.

Q. Now, what was the first activity on the part of Mr. Lugoff in the interest of the Guild that you personally observed?

A. When he rejoined the Guild.

Q. That was the first activity when he rejoined the Guild? A. Yes.

Q. What was the next activity after he rejoined the Guild? A. Well, he talked to everyone.

Q. You personally observed this?

A. Yes. I used to sit with him while we were

(Testimony of Patricia Killoran.)

at lunch and hear him around the office and work with him in working up petitions and type petitions and that sort of thing.

Q. Now, the first activity that you can recall, the first specific instance that you can recall.

A. I think it was when he had an argument with Johnny Badovinac.

Q. That is the first instance that you can recall?

A. I can't keep these thinks in secret——

[480]

Q. I am not going to try to pin you down. I am trying to get things in a chronological order. I forget a lot of things myself and can't recall them.

Now, the first one that you recollect now was the argument he had with Johnny Badovinac?

A. That was the one of the things that stood out in my mind.

Q. You were present at the conversation?

A. I was in the display department.

Q. Where is that? A. Downstairs.

Q. Where did this argument with Johnny Badovinac take place? A. At his desk.

Q. Johnny Badovinac's desk? A. Yes.

Q. You were then sitting at your desk while the argument was taking place? A. Yes.

Q. How far is your desk from Johnny's desk?

A. Oh, as far as from where you are to me.

Q. About 12 feet possibly? A. Yes.

Q. Who was present at that argument?

(Testimony of Patricia Killoran.)

A. Well, everybody that was in the office. I don't recall just exactly who was there but it was a very loud argument, [481] both of them were angry.

Q. What was said?

A. Well, harsh words. I don't remember exactly. I think Johnny said something to Lugoff and Lugoff said something back to him about being a company man.

Q. A company stooge?

A. A company stooge.

Q. Johnny Badovinac had been a member of the Guild prior to the strike?

A. No, he hadn't been.

Q. He hadn't? A. I don't think so.

Q. Prior to the strike there were 49 employees of the Citizen-News who were members of the Guild, were they not?

A. That I don't know.

Q. You do know that there were many members of the Guild employed by the Citizen-News who did not join the strike?

A. There were some that didn't yes.

Q. What is that?

A. There were some that didn't.

Q. Now, what was the next activity on the part of Mr. Lugoff with reference to Guild work that you observed?

A. Well, Mr. Lugoff every time I talked to him—and this was in company with other people or by

(Testimony of Patricia Killoran.)

myself—was always talking about it and I would say he was just hotter than a [482] firecracker about the Guild. He liked it himself and he wanted everybody else to join too and every time he had a chance he talked to people. He talked to various people in company with me across the street at the coffee shop at lunch time and whenever we had a chance we would corner somebody and talk to them. Then he would come up with an idea that this thing would work and maybe something else would work and he would be very happy when he had success.

Q. One other specific instance that you recall when anything coming under this general classification that you have given us took place?

A. Well, I could name innumerable instances.

Q. Name one. I am asking for one now and we will try to hold it down to as few as we can.

A. One time he came to me and asked me to draw up a petition, that he thought he had an idea whereby people could join—whereby people could sign a petition to join the Guild and I did that. Another time he came to me and asked me to draw—

Q. Now, after you drew this petition, do you know what he did with it? Did you see him do anything with it?

A. Yes. He circulated it downstairs.

Q. He told you that or did you see it?

A. I saw names on it.

(Testimony of Patricia Killoran.)

Q. You saw names on the petition? [483]

A. Yes.

Q. How many names?

A. Well, I think that is immaterial. I know how many names but I don't think I should tell you.

Q. Well, I am asking you how many names you saw on the petition.

A. I am afraid that will—

Mr. Palmer: I agree not to ask her whose names.

Trial Examiner Whittemore: I think the number has already been brought out.

The Witness: I think there were about four or five.

Q. Did you see anybody sign the petition?

A. I saw him take them around. I didn't see the actual signatures but I am sure they were actual signatures.

Q. Where was he when he was taking the petition around?

A. In one of the departments of the Citizen-News.

Q. Which department?

A. In the classified department.

Q. In which room of the classified department?

A. In the inner room of the classified department.

Q. Where were you at that time?

A. I was on the front counter.

(Testimony of Patricia Killoran.)

Q. At the front counter?

A. Yes, sir. This was one noon specifically. I happened to be talking, after I had fixed up the petition and given it [484] to him I came down-stairs either on my way out or to lunch and stopped at the front counter, and in fact, talked to one of the girls about it.

Q. At the front counter? A. Yes.

Q. You were talking to one of the girls about joining the Guild? A. Yes.

Q. Or about signing the petition?

A. About signing the petition.

Q. While you were talking to her did you turn and observe Mr. Lugoff?

A. No. He was in the other room.

Q. You didn't observe him then in the other room?

A. When you stand at the front counter at the Citizen right about where Helen Brichoux works now, you can look into the classified department and he had rushed in there with the petition and I stood there talking.

Q. I am asking you if you saw him in that room with the petition? A. Yes.

Q. What was he doing with the petition when you saw him?

A. Well, he was passing it around, I suppose. I mean he was in there with it.

Q. Were there several copies of the petition?

(Testimony of Patricia Killoran.)

A. At that time there was only one as I recall. In other words, we made individual petitions because we thought that people were so afraid to let each other know—let each other know even that they were going to join the Guild because they were afraid they would get fired, so then we drew up individual petitions.

Q. This day that you saw him in the room, he had one petition? A. Yes.

Q. Did he present it to the employees in that room in a group or individually?

A. No, individually, as I recall. I think it was during the lunch hour is when it was.

Q. Did you see him go to any individual and hand the petition to this individual?

A. I don't recall exactly who it was. There were three or four.

Q. I am not asking you who it was, Miss Killoran, I am trying to stay away from that.

A. Yes.

Q. Did you see him hand it to any individual?

A. This is all a part of a sequence of things, that he worked in there with the petition and I was talking to somebody. I mean I didn't actually see him lay the petition down but I feel very sure—I typed the petition and he [486] took it and tore into the classified advertising department with it and started to talk with somebody undoubtedly. He came up to me and asked me to type it because he thought he had a prospect.

(Testimony of Patricia Killoran.)

Q. You didn't see him show the petition to any individual? A. I saw him walk into classified.

Mr. Sokol: Just answer the question, please.

The Witness: No.

Q. (By Mr. Palmer) Now, what is another instance that you recall of his activities?

A. Well, we had a meeting over at the Knickerbocker Hotel that he was responsible for calling and he was there and some of the other classified people were there.

Q. Was Mr. Tobin there?

A. No, he was not. This was a Guild organizational meeting.

Q. Was Mr. Young there? A. No.

Q. I wasn't there, was I?

A. No. We wouldn't have invited you.

Q. Just employees of the Citizen-News?

A. Yes, that we hoped to get in the Guild.

Q. That you were urging to get into the Guild?

A. Yes.

Q. The next activity or another activity that you can think of? [487]

A. Well, I have heard him talking around the Citizen a lot.

Q. All right, name us an instance.

A. At the front counter and to the people in the display department and to the people in the classified advertising department. I mean there was no doubt that he was—

(Testimony of Patricia Killoran.)

Q. Tell us about some one instance at the front counter when you heard him talking to people.

A. I have talked to him myself.

Q. You and he talked at the front counter about those matters?

A. Yes, and other people in the classified department.

Q. At the front counter?

A. Yes. And across the street.

Q. Where? A. Across the street.

Q. No, I am talking about the front counter.

A. About the front counter and across the street I say.

Q. You do recall an instance when at the front counter he talked with classified employees in your presence? A. Yes, I think I do.

Q. How many classified employees were present at this time?

A. The occasion I remember, one.

Q. One classified employee? A. Yes.

Q. Was that employee Miss Brichoux? [488]

A. No.

Q. It was one who was not a member?

A. Yes.

Q. What did Mr. Lugoff do or say at that time?

A. I think we were probably talking about this petition.

Q. About what? A. About this petition.

Q. This same petition to which you have previously referred?

(Testimony of Patricia Killoran.)

A. Yes; either the first one or the second one.

Q. And he was asking the individual to sign the petition? A. Yes.

Q. What time of day was this, if you can recall?

A. It was again at noontime, because I didn't get downstairs very often except at noontime or at 5:00 o'clock.

Q. Sometime between 12:00 and 1:00 o'clock.

A. Yes.

Q. Now, another instance of Mr. Lugoff's activity?

A. Well, I don't recall any more specific instances?

Q. What?

A. I don't recall any more specific instances.

Mr. Palmer: That is all. [489]

ROGER C. JOHNSON,

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Sokol) State your name.

A. Roger C. Johnson.

Q. Were you employed by the Hollywood Citizen-News? A. Yes.

(Testimony of Roger C. Johnson.)

Q. Do you recall the strike in May, 1938?

A. Yes.

Q. Do you recall that certain firings precipitated the strike? A. Yes.

Q. Who were the people who were fired?

A. Mel Scott, Elizabeth Yeaman, Karl Schlichter, Helen Blair, and myself.

Q. Precisely when were they fired with relation to the negotiation on the contract then ensuing?

A. The day following an agreement on the general contract; that is, three were discharged the next day and three we learned of the following Monday, three days later. [494]

Q. *Were an* officer in the Guild at that time?

A. I was.

Q. In what position?

A. I think I was vice-president at that time.

Mr. Sargent: Is that of the Los Angeles unit?

Q. (By Mr. Sokol) What was that?

A. The Los Angeles unit.

Q. Did you attend the negotiations on the contract? A. I did.

Q. Now, did you attend the meeting at which an announcement was made of these discharges?

A. Yes.

Q. Who made the announcement?

A. Mr. Sargent, Willis Sargent.

Q. What reason did he give?

A. Economy.

(Testimony of Roger C. Johnson.)

Q. With respect to Schlichter, did he at any time give any special reason other than economy?

A. No.

Q. Now, later the strike was settled about July 30th, 1938? A. Yes.

Q. As part of that settlement, the people who had been discharged went back together with the strikers; is that correct?

A. Yes, that is right. [495]

Q. How about prior to the strike, had the people used by-lines on their stories, some of them?

A. Yes.

Q. What is the importance of a by-line in the newspaper profession?

A. Well, it is a cheap way for the publisher to pay you with honor instead of money.

Q. Mr. Johnson, is there any importance attached to the by-line on the part of a newspaper man?

A. Yes. It is a part of the professional pride of a news- [502] paper man to have his name on a story. It indicates authorship and ownership.

Q. After the strike were by-lines given to the people who had been out on strike?

A. No, not immediately after.

Q. After the strike, right after, was there anything with respect to that? Was the by-line eliminated for those people?

A. Yes, it was, it was eliminated.

(Testimony of Roger C. Johnson.)

Q. Who explained that? Mr. Swisher or Mr. Palmer?

A. Well, I recall Mr. Swisher's explanation that the ill-will created during the strike made it difficult for readers, particularly advertisers, so see the name of various former strikers without becoming alarmed at the name, recalling old feelings from the strike.

Q. Do you know if the paper ever received any such complaints?

Mr. Sargent: I object unless he knows of his own knowledge.

Trial Examiner Whittemore: He was asked if he knew.

The Witness: I know of only one instance and that was in the case of Warner Brothers, who objected to the use of Jim Crow's name on drama stories.

Q. (By Mr. Sokol) Is that with respect to the strike or was that with respect to Crow's own stories, the way he handled the reviews of the pictures? [503]

A. It was in connection with the strike. We had picketed the theater, Warner Brothers Theater.

Q. Did you attend the meetings with the management over the discharge of Mr. Schlieter?

A. No. I had resigned from it in the meantime.

Q. You had resigned from the paper?

A. Yes.

(Testimony of Roger C. Johnson.)

Q. Why did you resign from the paper?

A. Well, I thought there was no opportunity for me to do my actual accustomed work.

Q. Do you know a man by the name of Guild, G-u-i-l-d?

A. I know a man by *the Guild*, spelled the same but pronounced different.

Q. Was he hired during the strike?

A. Yes.

Q. In what capacity?

A. Well, I believe it was in the sports department.

Q. Was he retained after the strike?

A. Not immediately after. He, as I understand it, was employed after I had left the paper.

Q. You weren't there then? A. No.

Q. When did you leave the paper?

A. Early in October, 1939.

Q. You stated that you were assigned to the copy desk? [504] A. Yes. [505]

Mr. Palmer: When were those notes made, Roger?

The Witness: The same day as the meeting.

Mr. Palmer: All right.

The Witness: This was a meeting on December 6, 1938. Floyd Simonton was the spokesman and Jim Crow, Pat Killoran, Lowell Rodeling and I called on Judge Palmer to determine his attitude about January 1st. He had—

(Testimony of Roger C. Johnson.)

Mr. Sargent: Excuse me. I am sorry, but may I have those names again, please? [508]

The Witness: Floyd Simonton was spokesman, Jim Crow, Pat Killoran, Lowell Rodeling and I.

Mr. Sargent: Thank you.

Q. (By Mr. Sokol) This meeting was with respect to a certain statement by Mr. Palmer regarding January 1st? A. Yes.

Q. 1939? A. Yes.

Mr. Palmer: I don't believe he said that on direct. He said he went to ask Mr. Palmer about what was going to happen January the 1st.

Trial Examiner Whittemore: About his attitude about January 1st. I was going to inquire about that myself.

Q. (By Mr. Sokol) Had Mr. Palmer stated to you anything concerning that particular date January 1st previously? A. Yes, he had.

Q. When?

A. Oh, on several occasions particularly one I recall in October.

Q. 1938? A. 1938.

Q. What did he say on that occasion?

A. He said that 10 or 20 persons would be discharged.

Q. What was the occasion of his saying that?

A. The basis was a—our contract which stated that— [509]

Q. I am asking you what did Mr. Palmer say?

(Testimony of Roger C. Johnson.)

What was this meeting about at which time he said 10 to 20 people would be discharged?

A. It was the grievance committee discussing the return of strikers to their previous positions.

Q. All right. Now, at that time you brought up certain grievances with respect to this new work that was assigned to these people; is that correct.

A. Yes.

Q. What did Mr. Palmer say?

A. He said that 10 or 20 persons would be discharged the 1st of January.

Q. What did he say about adjusting these matters, these grievances?

A. Well, his main contention was that we were interfering with the management's perogative when we tried to tell the publishers what positions various people should hold and we agreed with him but we also stated that in the interest of efficiency and harmony that they should be returned to their old positions where they could function best.

Q. What did he say?

Mr. Palmer: May I inquire if this is the December 6th session that you are telling us?

The Witness: No, I am relating the October meeting.

Mr. Palmer: I see. [510]

Q. (By Mr. Sokol) What did he say about that?

A. Repeat my last remark, will you, please?

(Testimony of Roger C. Johnson.)

(Record read by the reporter.)

The Witness: Well, his reply was also that the people had been forced upon him and that the management was trying to do the best it could under the circumstances. It was either at this meeting or at a similar one in which he stated that the Labor Board was comprised of crooks and thieves for forcing us on the payroll when the management didn't want or need us and I got the inference that the Guild members were included in that statement because we agreed with the decision.

Q. Because you what?

A. Because we agreed with the decision.

Q. What do you mean by that statement?

A. Because we agreed with the Labor Board.

Mr. Palmer: It was the Examiner, wasn't it?

The Witness: The Examiner, yes.

Q. (By Mr. Sokol) Now, on December of that year, December 6, 1939, was this meeting, or 1938?

A. This is 1938.

Q. That is 1938?

A. Yes. Do you want me to go on with the meeting?

Q. Yes, the December 6th meeting now.

A. The Judge said that there were from 10 to 20 jobs too [511] many and he accused us of spreading false rumors and he mentioned as one my statement to the unit from Mayor Fletcher Bowron that 10 to 20 percent would be selected by lot for discharge.

(Testimony of Roger C. Johnson.)

Q. Had Mayor Bowron told you that?

A. Yes.

Q. What did he tell you?

A. He told me in October, 1938, that he wanted to know, first of all, how the Citizen-News was getting along, whether we were returning——

Q. Just tell us what he said about that. Did he say where he got his information?

A. He said Judge Palmer told him that 10 to 20 percent would be discharged according to lot.

Q. Can you continue with this meeting?

A. Then the Judge said *that did* not know how many would be discharged the 1st of January. He said that we knew more about what was going on than he does and then after Harold Swisher, the managing editor, gave Mr. Palmer a note, Palmer made it clear that the discharges would be all over the plant. [512]

J. R. TOBIN,

a witness called by and on behalf of the respondent, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Palmer) What is your full name?

A. J. R. Tobin.

Q. You reside where? A. Santa Monica.

Q. Where are you employed?

(Testimony of J. R. Tobin.)

A. In the Citizen-News.

Q. How long have you been so employed?

A. 17 years.

Q. What is your present position?

A. Classified advertising manager.

Q. How long have you been classified advertising manager? A. 16½ years.

Q. In the month of July, 1938, Mr. Tobin, did you have any conversation with Mr. Lugoff in reference to his future employment?

A. Why, in July of '38?

Q. Yes, or August, July or August of '38? [577]

A. Well, prior to Lugoff's going on his vacation he came up to me and said that—

Q. Was that in July or August?

A. That was in August, I believe, of '38. He said that in view of the fact that his lineage was so low he wondered, if he would have a job when he got back from his vacation, and I told him that I couldn't give him any assurance at all that he *he* would have a job when he got back.

Q. Did he make any remark at that time?

A. Yes, he said that he owed some money or was going to incur a debt or something to that effect.

Q. Did you make any statement to him about going ahead and making the loan, or incurring the debt? A. No, sir.

Q. Then after he returned from vacation did you have any conversation with him in reference to future employment?

(Testimony of J. R. Tobin.)

A. Well, if I remember correctly, when he came back I was on my vacation.

Q. Wasn't Mr. Lugoff discharged sometime in '38 by you? A. Yes, sir.

Q. When was that? Before you went on vacation?

A. Yes, just before I went on my vacation.

Q. Do you remember where the conversation took place in which you told him of his discharge?

A. It was in my office, yes. [578]

Q. Do you remember anything that you said or that Mr. Lugoff said at that time?

A. This is in August, 1938?

Q. Yes, at the time of the discharge in '38.

A. No, nothing—well, of course, I told him why he was being discharged because his production had been so low and then the rest of the conversation was—would you repeat Judge Palmer's question to me?

Q. You are telling the conversation, that is what I want.

A. This was before he was discharged?

Q. No, at the time he was discharged did Mr. Lugoff say anything at that time?

A. No, I hadn't seen Lugoff at all then.

Q. Now, I mean at the time that you said you told him he was discharged, did Mr. Lugoff make any reply to that notification by you to him that he was discharged? Do you recall anything that Mr. Lugoff said at that time?

(Testimony of J. R. Tobin.)

A. No, I don't believe I do.

Q. Did you receive any notification from Mr. Young after his discharge that he was reinstated?

A. Yes, I received a notification after I got back from my vacation.

Q. You did?

A. That he had been reinstated, yes.

Q. What is that? [579]

A. I received a notification from Young that he had been reinstated.

Q. While you were on vacation?

A. While I was on vacation.

Q. Mr. Lugoff had been working? A. Yes.

Q. For the Citizen-News?

A. That is correct.

Q. At the time of the discharge was anything said by Mr. Lugoff about his having made a loan?

A. No, I don't believe he did tell me definitely whether he had made a loan or not. I can't remember whether he told me that he had made a loan or that he incurred some debt. It was one of those two things, I have forgotten which.

Q. At the time of the discharge? A. Yes.

Q. At the time of the discharge did he tell you about the debt?

A. No, I don't believe he did.

Q. In connection with Mr. Lugoff's work did you following his reinstatement in August, 1938 and prior to his discharge in March, 1940, did you give him any instructions or orders or make any re-

(Testimony of J. R. Tobin.)

quests upon Mr. Lugoff as to work that you desired him to perform? A. Well, yes. [580]

Q. Just answer yes or no. A. Yes.

Q. I call your attention to Respondent's Exhibit 3, for identification, and ask you if you can tell us what that document is?

A. That is a carbon copy of a list of specific calls that I asked Lugoff to make on specific days on the days on this piece of paper.

Mr. Sokol: It says August 16th, what is the year?

The Witness: 1939.

Mr. Sokol: Are you sure it wasn't '38; which was it?

The Witness: '39.

Q. (By Mr. Palmer) Did you give him any other similar notices?

A. Yes, I believe I gave him a total of four such sheets.

Q. A total of how many?

A. Three or four.

Mr. Palmer: Mark these two documents Respondent's Exhibits 3-B and 3-C, for identification.

(Thereupon, the documents referred to were marked as Respondent's Exhibits 3-B and 3-C, for identification.)

Mr. Sokol: Now, you want this in as 3-A?

Mr. Palmer: Yes. I will offer 3, for identification, as Respondent's Exhibit 3 in evidence.

(Testimony of J. R. Tobin.)

Trial Examiner Whittemore: Well, let's get this [581] straight. There has been an exhibit marked 3 for identification. You now wish to offer 3 for identification as 3A in evidence?

Mr. Palmer: Yes. I offer 3 for identification as 3A.

Trial Examiner Whittemore: Any objection?

Mr. Sokol: No objection.

Trial Examiner Whittemore: The document is received as Respondent's Exhibit 3A.

(Thereupon, the document heretofore marked for identification as Respondent's Exhibit 3, was received in evidence as Respondent's Exhibit 3A.)

(Testimony of J. R. Tobin.)

RESPONDENT'S EXHIBIT 3-A

Lugoff:

Will you make the following calls on the days specified and report result of call on your daily report sheet.

TOBIN

Wednesday August 16th

Apt. House 1730 El Cerrito Pl—No call made

Pava Sed Apts 1817 Ivar—8-21 Not in

Apt House 1645 N. Alexandria—No call made

Thursday August 17th.

Norris 1771 Cahuenga—8-31

6380 Sunset Blvd—8-16

Xray school 6331 Hollywood Bl^v

Friday August 18th

Television 3rd. floor 1025 Highland Ave—No call made

Siegel 998 N Cahuenga—8.22—Not in

5714½ Sunset Blvd.—No call made

—

Q. (By Mr. Palmer) I show you now document marked Respondent's Exhibit 3B for identification and ask you if you know what that document is?

A. It is the same as the previous one.

Mr. Sokol: Is that for 1939?

The Witness: 1939.

Q. (By Mr. Palmer) Is it a copy of the original? A. It is a copy of the original.

(Testimony of J. R. Tobin.)

Q. That you handed to Mr. Lugoff?

A. Yes for calls that were to be made on these specific dates.

Q. And I show you Respondent's Exhibit 3C for identification and ask you if you can state what that document is?

A. Yes, this is another carbon copy of a list of calls that [582] was given to Lugoff to be made on these specific dates.

Mr. Palmer: I now offer Respondent's Exhibit 3B and 3C for identification as exhibits with those respective numbers.

Mr. Sokol: Now, on 3B, when did you put this pencil notation opposite the name Bohlin—"8-2 not in"?

The Witness: When did I put that in?

Mr. Sokol: Yes.

The Witness: Oh, it might have been two or three weeks after that date.

Mr. Sokol: What does that "not in" mean?

The Witness: The party designated was not in when the call was made.

Mr. Sokol: In other words, Lugoff reported to you on August 2nd that he had gone to this place and the man was not in; is that right?

The Witness: Well, he didn't report in person. I checked from a record of his own calls and found out about these calls.

Mr. Palmer: I will tie these records in.

(Testimony of J. R. Tobin.)

Mr. Sokol: I see you have other records showing what calls he made?

Mr. Palmer: Yes, that is right.

Mr. Sokol: And these notations are no part of the record? [583]

Mr. Palmer: That is right.

Mr. Sokol: That also then to Respondent's Exhibit 3A?

Mr. Palmer: Yes, that is right, 3B and 3C.

Mr. Sokol: The pencil notations are no part of the exhibit?

Mr. Palmer: That is right.

Mr. Sokol: It is so stipulated.

Trial Examiner Whittemore: Then 3B and 3C are received into evidence.

(Thereupon, the documents heretofore marked for identification as Respondent's Exhibits 3B and 3C, were received in evidence.)

(Testimony of J. R. Tobin.)

RESPONDENT'S EXHIBIT 3-B

August 1, 1939

Lugoff; Will you make the following calls on the days specified in addition to the regular calls you make and turn in a report on the outcome of each call.

JRT

Wednesday August 2

Bohlin 5760 Sunset Blvd—8-2 Not in
Local Loan 1680 N. Vine—8-2
Hollywood Sadelry 6309 Sunset—8-2
Somerset Apts 6075 Franklin—8-2 Not in
Hilton 1235 N. Vine—8-2 Not in—never did see
Satyr Book Shop 1620 N. Vine—8-2 Got ad

Thursday August 3

Toberman Co 7065 Franklin—8-8
Harotunian 7066 Hollywood Bl—8-7
Int. Press 1503 N. Las Palmas—8-8
Desmond & Hammond 833 N. Highland—No call
made
Maximum Finance 7075 Sunset Bl.—8-8
Holly Int. Academy 6636 Holly Blvd—8-7

Friday August 4

Christie Hotel Holly Blvd—8-7 not in 8-8 not in
C. C. and Bunker 6636 Hollywood Bl—8-7 not in
All American Bus 6409 Holly Bl—8-8
5870 Hollywood Blvd—Never did call
O'Connor 5717 Sunset—No call made
St. Moritz Hotel 5849 Sunset Bl—No call made

(Testimony of J. R. Tobin.)

RESPONDENT'S EXHIBIT 3-C

August 8, 1939

Lugoff;

Will you make the following calls on the day specified and turn in result of call with your regular daily report.

TOBIN

Wednesday August 9th

B. B. Tankel 417 Taft Bldg.—8-9 not in
Rm. 1108 6331 Hollywood Blvd—8-9
Electrolux #309 1655 N. Cherokee—8-9
6694 Sunset Blvd.—8-10

Thursday August 10th

Holly Cemetery 6000 Santa M. Blvd—8-10
Smith 5646 Holly Blvd—8-10 not in 8-14 not in
—never did see
Langleys 309 N. Western—8-10
1850 N. Cherokee—8-10

Friday August 11th

Mr. Engler 5910 Sunset Bl—8-31
St. Francis Hotel 5533 Holly Blvd
Eisendrath 6331 Hollywood Bl—8-21 not in—
never did see
Mr. Wood Stonhaven Apts 1523 N. McCadden—
no call made

Mr. Sokol: Was Respondent's Exhibit 2 admitted as an exhibit?

(Testimony of J. R. Tobin.)

Trial Examiner Whittemore: It hasn't been offered. It was marked but not offered.

Q. (By Mr. Palmer) I call your attention to a document marked Respondent's Exhibit 2 for identification and ask you if you can tell us what that document is?

A. Yes. That is the daily report sheet that Lugoff was required to make out on each call that he made on that particular day.

Q. For the date of August 16, 1939?

A. August 16, 1939.

Mr. Sokol: May we go off the record for a minute? [584]

Trial Examiner Whittemore: Yes, off the record.

(Discussion off the record.)

Trial Examiner Whittemore: On the record.

Mr. Palmer: May I offer the document previously marked Respondent's Exhibit 2 for identification as Respondent's Exhibit 2A?

Mr. Sokol: That is in Lugoff's writing, is it?

The Witness: Yes, it is.

Mr. Sokol: No objection.

Trial Examiner Whittemore: The document marked Respondent's 2 for identification will be received as Respondent's Exhibit 2A.

(Thereupon, the document heretofore marked for identification as Respondent's Exhibit No. 2 for identification, as received in evidence as Respondent's Exhibit 2A.)

DAIL *lunja*

Form D-63

*no add**20*Name *O.H. Blvd**in 3 hours for a/c*

Address _____

Contact _____

Name *Dapt**no add*Address *1st*

Contact _____

Name *Tom*Address *6*

Contact _____

Name *Zo*

Address _____

Contact _____

Name *Gre*Address *5*

Contact _____

Name *Mac*Address *5*

Contact _____

Name *Lo*Address *16*

Contact _____

Name *John*Address *44*

Contact _____

Name *Stan*Address *6*

Contact _____

Name *Tom*Address *6*

Contact _____

DAILY REPORT

Form D-43

Respondents Exhibit 2-A

Aug 16 1932

4450ff

SALESMAN

ACCOUNT	NEW ACCOUNT	REMARKS	CONTRACT ACCOUNT	SPACE
Name O.H. Ross		2 hrs cd		
Address 2675 Buttefield				
Contact				
Name Jeff Reatty		See Thurs. - 2 cd		
Address 6315 yucca				
Contact				
Name Taylor Hotel		See Thurs. G.M.		
Address 6515 Franklin				
Contact				
Name Zork		Killed cd		
Address 6100 9th St. Bl.				
Contact				
Name Green Hotel		Cherry Hand		
Address 5620 1/2 S 118th		See Thurs.		
Contact				
Name May Kats		See Thurs.		
Address 3429 S 118th				
Contact				
Name Wings Caf		See next week		
Address 1643 Cottontail				
Contact				
Name Whaled Caf		One cd		
Address 4500 1/2 7th				
Contact				
Name Steinbely		See Thurs.		
Address 6119 Elmwood				
Contact				
Name Muller Bros		No cd		
Address 6380 Fremont				
Contact				

Dance Jellis
1646 N Calhoun

no ad

Mona Green Co
5604 S 11 Blvd

See Thurs for cd

Walter Bent Apt
1971 1/2 Walter

no cd

(Testimony of J. R. Tobin.)

Trial Examiner Whittemore: Let the rest of them be marked.

(Thereupon, the documents referred to were marked as Respondent's Exhibits 2B to 2R inclusive, for identification.)

Q. (By Mr. Palmer) I show you documents marked 2B to 2R inclusive, and ask you if you can identify those?

A. They are all daily reports of calls that Lugoff made on those particular days. [585]

Q. Report sheets filled out by him?

A. By Lugoff in person, yes.

Mr. Palmer: I offer them as Respondent's Exhibits 2B to 2R inclusive.

Mr. Sokol: No objection.

Trial Examiner Whittemore: They are received.

(Thereupon, the documents heretofore marked for identification as Respondent's Exhibits 2B to 2R inclusive, were received in evidence.)

DAILY REPORT

R-8 Respondents Exhibit 28

Aug 1 1939

SALESMAN 4450ff

ACCOUNT	REMARKS	ACCOUNT	SPACE
Name Hollywood Saddlery Address 6309 SUNSET Contact	No ADV		
Name GLOBE FNU Address 1529 N VINE Contact	NO HADV		
Name R.W. SMITH Address 5406 Hollywood Contact	NOT IN		
Name W.S. McCall Address 5913 Hollywood Contact	Change of Copy		
Name HOUSE of STOCKHOLM Address 1715 N VINE Contact	See Jim		
Name TAFT REALTY Address 6315 YUCCA Contact	Subbed		
Name CLEM PAINTER Address 6270 YUCCA Contact	NOT IN		
Name J.H. PINE Address 6515 FRANKLIN Contact	Bulletin		
Name HOLLYWOOD BLOGGERS Address Contact	Change of Copy		
Name VILLA MADRID Address 1330 1/4 M. 111 CR R Contact	Service call		

NATIONAL LABOR RELATIONS BOARD
ECONOMIC SECURITY
EMPLOYMENT SECURITY
LABOR RELATIONS
NATIONAL LABOR RELATIONS BOARD
N.Y. 14, N.Y.
N.Y. 14, N.Y.
N.Y. 14, N.Y.
N.Y. 14, N.Y.
N.Y. 14, N.Y.

Morgan Draper
602 N Western

Not in

Western Stone Works
615 N Western

Phone call

Ideal Ring Co
533 N Western

Not in

H.D. Lamm
1725 N Cheyenne

Phone call

Peltom
1357 V.W.

See Wed

DAILY REPORT

Form D-49

SALESMAN

Aug 8 1939
4-5-71

ACCOUNT	REMARKS	CHARGE OR CREDIT ACCOUNT	SPACE
Name <u>Peltos Cafe</u> Address <u>1357 Vine</u> Contact	<u>Close of day</u>		
Name <u>Hollywood Playhouse</u> Address <u>1637 N Vine</u> Contact	<u>Not in See PM metri</u>		
Name <u>Hong Kong</u> Address <u>6331 Hollywood</u> Contact	<u>Out 105</u>		
Name <u>Granary Caf</u> Address <u>6331 Hollywood</u> Contact	<u>No ad</u>		
Name <u>Mrs Steinbely</u> Address <u>6119 Belmont</u> Contact	<u>2 hours</u>		
Name <u>Dat Press</u> Address <u>1503 N La Brea</u> Contact	<u>No ad</u>		
Name <u>Maximilian's</u> Address <u>7025 Sunset</u> Contact	<u>No ad</u>		
Name <u>Tolman Caf</u> Address <u>6763 Hollywood</u> Contact	<u>No ad</u>		
Name <u>1st National Savings & Loan</u> Address <u>6765 Hollywood</u> Contact	<u>Terrace not in</u>		
Name <u>Christie Hotel</u> Address <u>6724 Hollywood</u> Contact	<u>Silver not in</u>		

Wong Caf
1643 Cahuenga
no adHouse of Stockholm
1715 N Vine
See later in weekAll American Bars
6409 Hollywood
no ad. See obligate
miss Allen of doe was chargedMah Jong Caf
7104 Beverly Blvd
Not in See later in weekMenard Jones Hotel
Ocean Park
Dues to collect

(Testimony of J. R. Tobin.)

Q. (By Mr. Palmer) Now, referring to the pencil notation on Respondent's Exhibits 3A, B and C, I will ask you to explain those. First, are they in your handwriting?

A. Those are in my handwriting.

Q. Will you tell me what they refer to?

A. They were notes that I took off of his daily report sheets.

Mr. Sokol: It has been stipulated that they are no part of the record.

Q. (By Mr. Palmer) Under date of Wednesday, August 16th, where you made a notation after "Apartment house 1730 El Cerrito Place; no call made." What does that mean?

A. That means according to the report that he turned in, the call was not made.

Q. "Pava Sed Apartments, 1817 Ivar?" And after that is the notation "8-21 not in." What does that mean? [586]

A. That means that he called on them on the 21st and the party wasn't in.

Q. The report sheet shows they were not in?

A. Yes.

Q. And likewise throughout these three exhibits, Respondent's 3A, B and C, the notations thereon are based upon the daily report sheets of Mr. Lugoff? A. Yes.

Q. Did you give Mr. Lugoff any other instructions for calls in addition to such sheets as those that have been admitted in evidence?

(Testimony of J. R. Tobin.)

A. Well, yes. Each week we got all of the clippings from the Los Angeles Sunday newspapers that are in our territory and those clippings are sorted out and given to persons on each territory. Lugoff would get his, anywhere from 30 to 50 leads out of these clippings.

Q. What is a lead?

A. A lead is an ad that is running in a newspaper other than our own, in one of the Los Angeles Sunday newspapers.

Q. How did you determine what leads to give to Mr. Lugoff?

A. He got those that were in his territory.

Q. Advertisers whose addresses were within the territory were set aside for Mr. Lugoff and were given to Mr. Lugoff? A. That is correct.

[587]

Q. What results did Mr. Lugoff obtain from those leads?

Mr. Sokol: Just a minute. I object to that. I don't know what leads he is referring to. If there are any leads for specific dates or records to show what results were obtained that would be the best evidence.

Mr. Palmer: I am not referring to any specific date. What was Mr. Lugoff's practice in handling those leads?

Mr. Sokol: I object to that, Mr. Examiner. They have reports.

(Testimony of J. R. Tobin.)

Trial Examiner Whittemore: This is, I assume, all preliminary. It isn't worth very much unless it is. He has asked him to explain what leads are and he has asked him what he was supposed to do with those leads.

Mr. Sokol: That is a different matter if the witness is just to tell what Lugoff was supposed to do.

Trial Examiner Whittemore: He asked him what his practice was.

Mr. Palmer: What was Mr. Lugoff supposed to do with the leads? What did you ask him to do?

A. Asked him to make those calls.

Q. To call upon those advertisers whose ads you had clipped from other papers and given to Mr. Lugoff? A. Yes.

Q. What was the practice in reference to these leads? A. Not to— [588]

Mr. Sokol: Mr. Examiner, if there are records of what calls he made that is the best evidence. Now, the practice would be a conclusion on the part of this witness. There are records kept?

Q. (By Mr. Palmer) Have you any records made by Mr. Lugoff as to what he did with the leads that you gave to him?

A. Are you referring to these leads here?

Q. No, those leads refer to the yellow sheets.

A. Will you repeat that question again?

Q. Have you any records made by Mr. Lugoff which may indicate what he did with these news-

(Testimony of J. R. Tobin.)

paper ads, the newspaper ad leads which you gave to him? A. No.

Q. Were any records ever made?

A. No written records, no. There were oral conversations between Lugoff and myself and what happened on the calls that he made.

Q. Can you recall any conversation with Mr. Lugoff in reference to these newspaper leads?

A. Well, I can recall the conversations practically every week that he got these leads.

Mr. Sokol: May we have the time, place, and parties present?

Q. (By Mr. Palmer) If you can recall any one.

A. Is there a calendar here of 1939? [589]

Mr. Sokol: Would you fix the date, however, when you can recall a conversation with him. First answer that.

The Witness: Yes, I can.

Q. (By Mr. Palmer) Do you approximately when that was?

A. Yes, that was on a Wednesday morning. I say Wednesday because these leads were all given out on Wednesday.

Trial Examiner Whittemore: Here is a calendar.

The Witness: Well, we will say June.

Mr. Sokol: We will say—

The Witness: June, yes.

(Testimony of J. R. Tobin.)

Mr. Sokol: June of what year?

The Witness: 1939.

Q. (By Mr. Palmer) And on some Wednesday morning in the month of June? A. Yes.

Q. 1939. When you talked to Mr. Lugoff where was the conversation held? A. In my office.

Q. Was anyone present besides yourself and Mr. Lugoff? A. No.

Q. Relate the conversation, please?

A. Well, I asked him if for a change he wouldn't actually make these calls on the leads that I was giving him on this particular day, that he hadn't been making many.

Mr. Sokol: Now, is this the conversation? [590]

The Witness: As I remember, yes, it is. This is my conversation to him.

Mr. Sokol: All right.

The Witness: Would you repeat what I said there?

(Record read by the reporter.)

The Witness: And he said that he would.

Q. (By Mr. Palmer) Then after that did you speak to him again? A. Yes.

Q. When was that that you next spoke to him?

A. Well, it was probably two or three days—that was probably three or four days after that, perhaps the first of the next week.

Q. Where was this conversation held?

(Testimony of J. R. Tobin.)

A. At my desk?

Q. And—

A. I might say when he was given these leads he was requested to make the call and write out a report on that particular slip of paper that the advertisement was on as to what happened as a result of that call.

Q. Now, in the next conversation that you held you think that was the following Monday?

A. Yes.

Q. Where was that held?

A. In my office. [591]

Q. Who was present?

A. Just Lugoff and myself.

Q. What was said by you and by him?

A. Well, the same conversation that we had for a couple of years.

Mr. Sokol: I object to that and move to strike it out.

Q. (By Mr. Palmer) In substance, what was said at this particular conversation?

Trial Examiner Whittemore: It may got out.

Mr. Palmer: The substance of what was said at this particular conversation?

Trial Examiner Whittemore: What was said on that second Monday morning.

Mr. Sokol: Well, I have no objection to that being in there, the same as he said to him for a couple of years.

(Testimony of J. R. Tobin.)

Trial Examiner Whittemore: You objected and I sustained the objection.

The Witness: Shall I answer the question now?

Q. (By Mr. Palmer) On this Monday morning to the best of your recollection, what is substance was said?

A. I asked him to give me these leads that I had given to him the previous Wednesday and his report on them and he said he hadn't made any of the calls.

Q. Was anything further said at that time?

A. Well, I cautioned him that in the future those calls [592] should be made.

Q. In the future did he make calls?

A. He did not.

Mr. Sokol: I move to strike that.

Trial Examiner Whittemore: Well, I think that is altogether too broad.

Mr. Sokol: May that be stricken?

Trial Examiner Whittemore: It may be.

Q. (By Mr. Palmer) After that did you talk to him about these leads at any time?

A. Well, it got to the point that—

Q. No, just answer yes or no, did you talk to him after that?

A. Yes, I talked to him each week.

Q. Each week? A. Yes.

Q. Did he in any of those subsequent conversations make a report to you of what he had done with the leads?

(Testimony of J. R. Tobin.)

Mr. Sokol: I object to that. It calls for the conclusion of the witness.

Trial Examiner Whittemore: No, I will allow that question.

The Witness: Will you read that again?

(Question read by the reporter.)

Trial Examiner Whittemore: You can answer that yes or [593] no.

The Witness: Yes.

Q. (By Mr. Palmer) Did he? A. Yes.

Q. Do you remember any one of them in particular?

A. I do recall one in particular but I can't place the name of this concern.

Q. Well, do you remember any occasion when you talked to him about the group of leads handed to him?

A. Well, on this particular occasion he was given a lead and requested to call on it that morning for sure which he did and went out and got the ad.

Q. Was there any other time when he made a call that you requested him that he got an ad?

Mr. Sokol: That is objected to. I would like to have the time of some of these transactions.

Mr. Palmer: He may answer that yes or no. Was there any other time when you requested him to make calls that he did make the calls and get ads?

The Witness: You want specific instances now?

Q. (By Mr. Palmer) No, just yes or no.

(Testimony of J. R. Tobin.)

A. No.

Q. There were not. There were no other times.

A. Well—Where he went out and got the ads?

[594]

Q. Yes.

A. Yes, there were others but very few.

Q. What? A. But very few.

Q. Could you estimate what proportion of the leads that you assigned to him that he reported that he had made calls upon or turned in ads?

Mr. Sokol: That is objected to as compound and complex.

Trial Examiner Whittemore: I think perhaps he had better find out first if any records were kept.

Mr. Palmer: The witness has testified none were kept.

Trial Examiner Whittemore: Were any records kept as to the number of leads that he gave him each day or each week?

The Witness: No.

Trial Examiner Whittemore: You have no records of any kind?

The Witness: No.

Trial Examiner Whittemore: All you have is your memory on it?

The Witness: Well, when I say that we could refer to the leads that were on Lugoff's territory, see, last week. I don't imagine that number would vary a great deal. There would still be the proportionate number of leads that we are still getting.

(Testimony of J. R. Tobin.)

Q. (By Mr. Palmer) Have you any record of the leads that [595] he had on the territory on his last week? A. No.

Q. Approximately how many leads on an average were on his territory a week?

A. Around 50.

Q. Did he subsequently to this conversation in which you specifically asked him to make a return on the leads, and he replied that he had not made a call, did he subsequently return his leads to you with his notation on them? Did he regularly return his leads after that?

A. No, he did not.

Q. With his notation? A. No.

Q. Each week you make up a record of the production of the salesmen during the week?

A. Yes.

Q. And these records show Mr. Lugoff's production along with the production of other salesmen? A. Yes.

Q. And other telephone solicitors?

A. Yes.

Q. In Mr. Lugoff's type of work between August, 1938, and March 30, 1940, what other salesmen were engaged working on the same type of work?

A. Reid. [596]

Q. Give the others.

A. Allen, McKellar, and Reid.

Q. Reid, Allen, McKellar and Lugoff?

(Testimony of J. R. Tobin.)

A. And Lugoff.

Q. What territory did Reid have?

A. Reid had the territory west of Highland Avenue north and south as far as he wished to go in addition to the automotive accounts, regardless of where they might be.

Q. In addition to that territory he had the automobile accounts regardless of where the automobile concern might be located?

A. Yes. He didn't necessarily have all of them, though, I will qualify that statement.

Q. What does that qualification mean that he didn't necessarily have them all. Did Lugoff *had* some? A. At times he had some.

Q. How were they given to Lugoff at times?

A. Well, those that Lugoff might have had, and they were few, perhaps one or two were very small used car dealers.

Q. They would be given to him by your assignment? A. That is right.

Q. But in the main Reid had the territory west of Highland Avenue plus automotive accounts?

Q. And Where to Dine? [597] A. Yes.

Q. Mr. Lugoff sold Where to Dine, didn't he?

A. That is correct.

Q. All of the force could sell Where to Dine?

A. That is correct.

Q. Mr. Lugoff's territory was what?

(Testimony of J. R. Tobin.)

A. His territory was from Highland to Western Avenue north and south so far as he wished to go.

Q. North and south so far as he wished to go?

A. Yes. Well, I might make that southern boundary Beverly Boulevard.

Q. Now, in that territory the central part of Hollywood is located? A. Yes.

Q. And the Citizen-News building is located within that territory? A. That is correct.

Q. That territory surrounds the Citizen-News office? A. That is correct.

Q. What territory or accounts did Miss McKellar have?

A. She was restricted almost wholly to automotive accounts in downtown Los Angeles.

Q. Did she have any accounts at all in the Hollywood area?

A. She had one for some time. What particular time are you speaking of? [598]

Q. Any time during the period between August, 1938 and March 30th.

A. Yes, she had one account?

Q. One account? A. Yes.

Q. What territory or classification did Mr. Allen have?

A. He had the territory east of Western Avenue and downtown Los Angeles.

Q. Downtown Los Angeles with the exception of the automotive account?

(Testimony of J. R. Tobin.)

A. With the exception of automotives.

Q. He could be any place he wanted east of Western Avenue?

A. Yes, and Where to Dine also.

Q. These Where to Dine accounts, could they solicit them anywhere or only within their own territory?

A. They could be solicited anywhere at all. It was open territory.

Q. Anyone of the four could do that?

A. That is correct.

Q. Now, have you made a summary of the weekly computations of lineage production of each of these four employees? A. Yes, I have.

Q. These were made under your direction?

A. Yes.

Q. From the official figures, from the original figures kept [599] in your office? A. Yes.

Mr. Sokol: May I see those?

Mr. Palmer: Yes.

Mr. Sokol: Did you make these computations up yourself?

The Witness: No, I did not.

Mr. Sokol: Did you check them against the originals?

The Witness: No, I didn't.

Mr. Palmer: The originals are in this group. Your Honor suggested we had better have a summary made.

(Testimony of J. R. Tobin.)

Mr. Sokol: Yes.

Trial Examiner Whittemore: Well, we will take a three minute recess at this time.

(A short recess was had.)

Trial Examiner Whittemore: On the record.

Mr. Palmer: May I have these marked Respondent's Exhibits 8A to 8L, inclusive?

(Thereupon, the documents referred to were marked as Respondent's Exhibits 8A to 8L, inclusive, for identification.)

Now, with your stipulation, we will offer them as Respondent's Exhibits 8A to 8L inclusive, as a summary of the records of the classified department to production of the four employees.

Mr. Sokol: No objection, subject to corrections.

Trial Examiner Whittemore: They may be received. [600]

(Thereupon, the documents heretofore marked for identification as Respondent's Exhibits 8A to 8L inclusive, were received in evidence.)

Q. (By Mr. Palmer) Mr. Tobin, you personally have made some computations from these records Respondent's Exhibits 8A to 8L, inclusive?

A. Yes.

Mr. Sokol: May I be off the record a minute?

(Discussion off the record.)

Trial Examiner Whittemore: On the record.

(Testimony of J. R. Tobin.)

Mr. Palmer: Mark these Respondent's Exhibits 9A and 9B for identification.

(Thereupon, the documents referred to were marked as Respondent's Exhibits 9A to 9B, for identification.)

RESPONDENT'S EXHIBIT 9-A

LUGOFF AVERAGE WEEKLY EARNINGS

Wk ending 7/6/39 to wk ending 3/28/40

Earned \$813.10 divided by 39 wks=\$20.85 average

Wk ending 1/4/40 to wk ending 3/28/40

Earned \$256.37 divided by 13 wks=\$19.72 average

Wk ending 7/6/39 to wk ending 12/28/39

Earned \$556.73 divided by 26 wks=\$21.41 average

LUGOFF AVERAGE WEEKLY LINAGE

Wk ending 7/6/39 to wk ending 3/28/40

24,166 lines divided by 39 wks=620 lines per wk av

Wk ending 1/4/40 to wk ending 3/28/40

7,370 lines divided by 13 wks=567 lines per wk av

Wk ending 7/6/39 to wk ending 12/28/39

16,796 lines divided by 26 wks=646 lines per wk

RESPONDENT'S EXHIBIT 9-B

SELLERS AVERAGE WEEKLY EARNINGS

Wk ending 4/11/40 to wk ending 11/7/40

Earned \$604.36 divided by 28 wks=\$21.58 average

SELLERS AVERAGE WEEKLY LINAGE

Wk ending 4/11/40 to 10/31/40

18,602 lines divided by 30 wks=620 lines per wk avg

(Testimony of J. R. Tobin.)

Mr. Palmer: Mr. Tobin, before you are documents marked Respondent's Exhibits 9A and B for identification. Will you state what those documents are, please? Do they bear notations that you have compiled from documents marked Respondent's Exhibits 8A to 8L now before you? A. They do.

Q. When did the \$24 a week guarantee for outside salesmen go into effect, Mr. Tobin?

A. By the—July 1st, 1939.

Q. In the period from July 1, 1939, to March 28, 1940, [601] the date of the severance of Mr. Luggoff's connection with the Citizen News, what was the average earning during that period of Mr. Luggoff?

Mr. Sokol: Mr. Examiner, I am not objecting—

Q. (By Mr. Palmer) According to your computations?

Mr. Sokol: I am not objecting because I realize that this will aid the Examiner in coming to his own conclusions from the records.

The Witness: The average amount of money that he earned each week was \$20.85.

Q. (By Mr. Palmer) He was paid under the guarantee each week, \$24?

A. At least \$24, yes.

Q. In that same period, to-wit, from the 1st of January, 1940, which would be the week ending January 4, 1940, to the week ending March 28,

(Testimony of J. R. Tobin.)

1940, according to your computations, that period was how many weeks? A. 13 Weeks.

Q. And what was the average earnings of Mr. Lugoff weekly during that period?

A. \$19.72.

Q. And for the period of the week ending July 6, 1939, to the week ending December 28, 1939, that was how many weeks? A. 26 weeks.

Q. What were the average earnings of Mr. Lugoff during that [602] period? A. \$21.41.

Q. Now, as to linage, taking the period for the week ending July 6, 1939, to and including the week ending March 28, 1940, a total of 39 weeks, is it not? A. That is correct.

Q. What was the average production of Mr. Lugoff in linage? A. 620 lines per week.

Q. For the 13 weeks between the week ending January 4, 1940 to and including the week ending March 28, 1940, what was Mr. Lugoff's average production in linage? A. 567 lines per week.

Q. For the period from the week ending July 6, 1939 to and including the week ending December 28, 1939, what was Mr. Lugoff's weekly average in linage? A. 646 lines.

Q. Did you check the ads produced by Mr. Lugoff for the last week of his employment to-wit, the week ending March 28, 1940, as to how many were T.F. ads and how many were not?

Mr. Sokol: What does T.F. mean?

(Testimony of J. R. Tobin.)

Mr. Palmer: I will get to that.

The Witness: Yes, I did.

Q. (By Mr. Palmer) What is a T.F. ad?

A. A T.F. ad is an advertisement that runs until it is [603] discontinued.

Q. What were the total number of ads that Mr. Lugoff had during the last week?

A. On the last day that he worked—

Q. On the last day?

A. He had 25 ads in the paper.

Q. How many of those 25 were T.F. ads?

A. 11. I might say they were T.F. or thirty time ads.

Q. The 11 were either T.F. or thirty time ads?

A. Or thirty time ads.

Q. Who took Mr. Lugoff's place after he left?

A. Sellers, Wally Sellers.

Q. Had Wally Sellers been previously employed by the Citizen-News? A. Yes, he had.

Q. In what capacity?

A. Well, I believe he was a messenger boy or copy boy.

Q. To your knowledge, had he had any previous experience in selling? A. No.

Q. Have you made computations as to his earnings in the period between April 11, 1940, for the week ending April 11, 1940, to and including the week ending November 7, 1940? A. Yes.

Mr. Sokol: I object to anything along that line on [604] several grounds. One is that we do not

(Testimony of J. R. Tobin.)

have the records of production of Mr. Sellers; two, that it is immaterial what Mr. Sellers produced: The question here is whether or not Lugoff was discharged for union activities. Even if the company had hired a genius in his place to produce, that would be no defense.

Mr. Palmer: But our defense is, Mr. Sokol, that we did not discharge him for union activities.

Mr. Sokol: That is the sole matter to be met.

Mr. Palmer: That is all to aid the Court.

Mr. Sokol: There has been no foundation laid.

Mr. Sargent: Assuming that a foundation is laid, your Honor, that it can be shown the conditions, under which Mr. Sellers was operating were the same as the ones under which Mr. Lugoff operated, I think it is admissible.

Trial Examiner Whittemore: I am more concerned as to a comparison with the others who were operating at the same time under about the same conditions up to the time of his discharge.

Mr. Palmer: We have some figures on those which we will offer too, your Honor.

Trial Examiner Whittemore: Does this man Sellers have exactly the same territory?

Mr. Palmer: Well, I will lay some foundation.

Trial Examiner Whittemore: I suggest you do that. [605]

Q. (By Mr. Palmer) Mr. Tobin, in what territory has Mr. Sellers been working?

(Testimony of J. R. Tobin.)

A. He had the territory from Highland Avenue east to Western Avenue and north and south, south to Beverly Boulevard, the same territory that Lugoff had.

Q. That is the same territory exactly as Mr. Lugoff had? A. Exactly.

Q. Then I will ask you this question: During the period designated what were the average weekly earnings of Mr. Sellers?

Mr. Sokol: Just a moment. Before you answer may I take the witness? I object to the question as no foundation laid and I would like to ascertain if he is qualified.

Trial Examiner Whittemore: Do you have any objection to his asking a few questions?

Mr. Palmer: The purpose is what?

Mr. Sokol: To determine whether or not the proper foundation has been laid.

Mr. Palmer: In what respect?

Mr. Sokol: Well, I will ask the witness a few questions.

Mr. Palmer: You tell me in what respect and I will see.

Mr. Sokol: I want to see all about the accounts, whether he has covered the same matter.

Mr. Palmer: All right. Go ahead, Mr. Sokol.

Mr. Sokol: What accounts did you give Mr. Sellers? [606]

The Witness: Well, you want me to name the accounts you mean?

(Testimony of J. R. Tobin.)

Mr. Sokol: Yes.

The Witness: I can't do that.

Mr. Sokol: You have a list of the accounts that you gave him?

The Witness: Not with me, no.

Mr. Sokol: Do you know what area Mr. Lugoff was concentrating on in his territory?

The Witness: What area in his territory?

Mr. Sokol: Yes.

The Witness: He was supposed to be concentrating on the whole territory.

Mr. Sokol: Didn't he have other accounts, special accounts outside the territory?

The Witness: He may have had a few outside, yes.

Mr. Sokol: How about Mr. Sellers, did he have any other accounts?

The Witness: What do you mean by other accounts; outside his territory?

Mr. Sokol: Yes.

The Witness: He may have a very few, yes.

Mr. Sokol: And you gave him those accounts, didn't you, outside of his territory?

The Witness: No. [607]

Mr. Sokol: How did he get the accounts?

The Witness: Why, at times there are calls that come into the office for an advertising man to call on them.

Mr. Sokol: And you turned them over to Sellers?

The Witness: And sometimes I turned them

(Testimony of J. R. Tobin.)

over to people in the territory other than their own. I might add those are all small transient accounts, "Room for rent" ad or something.

Mr. Sokol: And sometimes a big account comes in, doesn't it, occasionally?

The Witness: No, never.

Mr. Sokol: Well, I can take the witness on cross-examination.

Q. (By Mr. Palmer) What do your computations show as to the average earnings of Mr. Sellers?

Mr. Sokol: I still object on the ground that anything that Mr. Sellers earned is not pertinent.

Trial Examiner Whittemore: Well, I am going to sustain the objection on those grounds. Now, you have the records here and they are available for examination.

Mr. Palmer: Sellers' records are here.

Mr. Sokol: They are not in this compilation.

Mr. Palmer: Yes, they are.

Mr. Sokol: You didn't give that to me.

Mr. Palmer: May it be stipulated that the summary of the record of W. Sellers may be marked as Respondent's Exhibit [608] for identification 8M?

Mr. Sokol: No objection.

(Thereupon, the document referred to was marked as Respondent's Exhibit No. 8M, for identification.)

Mr. Palmer: May that be received?

(Testimony of J. R. Tobin.)

Trial Examiner Whittemore: It may be received under the stipulation, yes.

(Thereupon, the document heretofore marked for identification as Respondent's Exhibit No. 8M, was received in evidence.

Mr. Sokol: There is one other question here I would like to ask.

Mr. Palmer: All right.

Mr. Sokol: Sellers took over the territory as your leading man when he was on vacation, didn't he?

The Witness: What year?

Mr. Sokol: Reid.

The Witness: What year are you talking about?

Mr. Sokol: Since he has been employed, 1940.

The Witness: No. He may have taken over part of it. In fact, he did take over part of it.

Mr. Sokol: In other words, these analyses will not aid us now, I see, Mr. Examiner. This man Sellers from the original records took over territory of some of the other people and gained all that advertising. [609]

Trial Examiner Whittemore: Well, that is a matter that can be brought out on cross-examination. It is a question of weight to be given to the evidence. As I understand it, the reason you are offering this is to show that the man who took over Lugoff's territory did as well or better than Lugoff did.

Mr. Palmer: That is right.

(Testimony of J. R. Tobin.)

Trial Examiner Whittemore: I think that is relevant. You can cross-examine him on it. You may proceed.

The Witness: \$21.58.

By Mr. Palmer:

Q. During that period what was the average weekly production in lines?

A. 620 lines, per week.

Q. What was the basis for determining the earnings? When we speak of the earnings of Mr. Lugoff and Mr. Sellers, what is meant by that?

A. Well, they were paid on what we call a salary and commission basis. The base salary was \$10 a week and they were paid $1\frac{1}{2}$ cents on every line that they ran and 1 cent on every ad.

Q. And the earnings, regarding which you have testified to, refer to computations made on that basis of compensation? A. That is right.

Q. Did you have some figures prepared as to the production, the comparative figures for the years 1937, 1938, and 1939 for [610] the production of Reid, Allen, McKellar and Lugoff?

A. Yes.

Mr. Palmer: May this be marked?

Mr. Sokol: Do you have the original records back to '37 here?

The Witness: No.

Q. (By Mr. Palmer) Where are your original records? A. In the office.

(Testimony of J. R. Tobin.)

Trial Examiner Whittemore: Well, I think we should go off the record at this point.

(Discussion off the record.)

Trial Examiner Whittemore: On the record.

Mr. Palmer: May this be marked Respondent's Exhibit 10 for identification?

(Thereupon, the document referred to was marked Respondent's Exhibit No. 10, for identification.)

Q. (By Mr. Palmer) I ask you, Mr. Tobin, what the document marked Respondent's Exhibit 10 for identification represents?

A. Those are the lineage figures for Reid, Allen, McKellar and Lugoff for the year 1937.

Mr. Sokol: It is very remote.

Mr. Palmer: I will show my purpose in just one minute. [611]

Mr. Sokol: I am objecting on the ground it is too remote.

Mr. Palmer: May this be marked Respondent's Exhibit 11 for identification?

(Thereupon, the document referred to was marked as Respondent's Exhibit No. 11 for identification.)

Mr. Sokol: Your point is because he had in '37 a large lineage that it has gone down in recent years—

Mr. Palmer: Here is our offer of proof: That the figures will reveal that 1937 was a good year and Mr. Lugoff's production in 1939 compared to

(Testimony of J. R. Tobin.)

'37 was off a greater percentage than the production of any one of the other three solicitors working with him at the same time.

Mr. Sokol: There are reasons for that.

Mr. Palmer: Well, maybe Mr. Lugoff can explain it. I can't.

I would like to have this marked Respondent's 12 for identification, please.

(Thereupon, the document referred to was marked as Respondent's Exhibit No. 12 for identification.)

Q. (By Mr. Palmer) Showing you our 11, and I ask you what that means.

A. Well, that is the figures for Reid, Allen, McKellar and Lugoff, their linage figures for the years 1937, '38 and '39. [612]

Q. And showing—

A. Showing a percentage of gain or loss for each person; that is a comparison of gain or loss between the years 1937 as compared to 1939.

Q. Showing you Respondent's Exhibit 12 for identification, I will ask you what that document is.

A. That is the total classified linage figures of the newspaper for the years 1937, 1938, and 1939, with the percentage of gain all out between the years—between the year 1937 and the year 1939.

Mr. Sokol: What is that, a 16 percent loss?

The Witness: I didn't compile the figures myself.

Mr. Sokol: Didn't you check that?

(Testimony of J. R. Tobin.)

The Witness: That was compiled by Mr. Ringwald, but this is his handwriting.

Mr. Sokol: May we go off the record?

Trial Examiner Whittemore: Off the record.

(Discussion off the record.)

Trial Examiner Whittemore: On the record. You may be excused temporarily.

(Witness temporarily excused.)

Mr. Sokol: I would want the figures for '35 if you are going back to '37 and I can show that the figures were altogether different in '35 and '36. If you are going to go back it is only fair. I suggest that you withhold this [613] until tomorrow and we will have the other figures at the same time.

Mr. Palmer: That is part of your case and you can subpoena the records.

Mr. Sargent: If he wants to put it in it is all right.

Mr. Sokol: I want the figures down here.

Mr. Palmer: That has nothing to do with our case.

Mr. Sokol: Will you produce them?

Mr. Palmer: If we have them.

Mr. Sokol: A compilation.

Mr. Palmer: And if we have them and the Examiner wants us to produce them, we certainly shall produce them.

Trial Examiner Whittemore: Well, suppose you make a note of it and see if you could have them. This witness who did the others can probably take them back a couple of years.

HARRY R. RINGWALD,

a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Palmer) What is your name, please?

A. Harry R. Ringwald.

Q. Where do you reside, Mr. Ringwald?

A. 1129 North Poinsettia Place, Hollywood.

Q. Where do you work?

A. Citizen-News Company. [614]

Q. What is your position?

A. Auditor, treasurer.

Q. And did you make some computations at the request of Mr. Tobin? A. I did.

Q. Referring to Respondent's Exhibit 11 for identification and Respondent's 12 for identification, are those computations made by you?

A. Yes, they are.

Q. As a summary of the figures of records kept in the Citizen-News office? A. Yes.

Mr. Sokol: May I ask the witness a question?

Mr. Palmer: Yes.

Mr. Sokol: Did you look at the 1936 figures?

The Witness: No, I did not.

Mr. Sokol: Who told you just to check back to '37?

The Witness: Mr. Tobin asked me to show the 1937, '38 and '39 figures.

Mr. Sokol: Did he explain why he only wanted 1937?

(Testimony of Harry R. Ringwald.)

The Witness: No, he did not.

Mr. Palmer: You can bring that out on cross-examination. You have got plenty of time.

Mr. Sokol: If you want to be technical I want the original records. The point is, Mr. Examiner, this is an [615] important phase of the case and I want to see the original records.

Trial Examiner Whittemore: Well, why do you come out of a clear sky and ask for the original records when a minute before you were asking him what year he went back to. I don't see where the two have any connection.

Mr. Sokol: That is true enough. Let me inquire: Are the original records available?

The Witness: I believe they are.

Mr. Sokol: Are they available for 1936?

The Witness: Yes. Mr. Tobin says they are.

Trial Examiner Whittemore: It is my understanding that on these you were going to bring in the original records and you had no objection to their being admitted to such a check as you might wish to make against the original records, and so I don't see any reason why——

Mr. Sokol: Well, it will save time if the witness will make a check of 1935 and 1936 and put those figures on these summaries.

Mr. Palmer: It will take only about two minutes to ask the witness these questions, as far as saving time is concerned.

(Testimony of Harry R. Ringwald.)

Trial Examiner Whittemore: The respondent has admitted that it has the records and that they will be made available. Now, whether they shall be put on this sheet or another one, [616] I don't see is important.

Q. (By Mr. Palmer) What was the comparison of the total classified linage for 1939 with that of 1937?

A. It shows a decrease of 16.1 percent.

Q. That is, the linage for '39, the total was off compared to '37, 16.1 percent?

A. That is correct.

Q. The linage of Mr. Reid in '39 compared with '37 was what?

A. A decrease of 6.9 percent.

Q. The linage of Mr. Allen for '39 compared with '37 was what?

A. A decrease of 30 percent.

Q. Of what? A. 30 percent.

Q. The linage of Miss McKellar for 1939 as compared with 1937 was what? A. 10.2 percent.

Q. What? A. 10.2 percent.

Q. Was that a decrease or increase?

A. That is an increase.

Q. The linage of Mr. Lugoff for 1939 as compared to 1937 was what?

A. A decrease of 35.7 percent.

Mr. Palmer: That is all of this witness. [617]

Mr. Sokol: May I take the witness?

Mr. Palmer: Yes.

(Testimony of Harry R. Ringwald.)

Cross Examination

Q. (By Mr. Sokol) When did you make this check of these records?

A. I compiled them today.

Q. Today. Did Mr. Palmer or any of the management ever prior to this time ask you to make an analysis of the production records of these employees in the classified department?

A. I think not, I don't recall.

Q. They never did, did they?

A. Not me.

Q. At the time of the discharge of Mr. Lugoff, March 30, 1940, approximately that date, did the management at any time prior to March 30, 1940 ask you to make a check of these production records to see where Mr. Lugoff stood?

A. I don't recall.

Q. Well, did you or didn't you? Did you ever make such a check prior to March 30, 1940?

A. Not that I recall of.

Q. This is the very first time since this hearing began that you started to make a check on these records; is that right?

A. I make a good many records and don't recall now whether I was asked for these lineage records, those years or not, I [618] say. I might have. I make a good many records.

Q. Did you ever make a lineage report on Mr. Lugoff? A. No, I think not.

(Testimony of Harry R. Ringwald.)

Q. And you can have those other records for '36, '35 and '36 in tomorrow? A. Yes.

Mr. Sokol: That is all right. Thank you very much.

Mr. Palmer: So he may understand what you want, you want the original records for '35—

Mr. Sokol: I would like to have the same summary.

Mr. Palmer: You want Mr. Ringwald to make the summary?

Mr. Sokol: Yes.

Mr. Palmer: Then I can't agree to have it in by 9:30 in the morning.

Mr. Sokol: Well, whenever it is convenient.

Mr. Palmer: All right.

Trial Examiner Whittemore: Do you want the original records that you demanded?

Mr. Sokol: Yes, I want the original records brought down with the summary.

Mr. Palmer: Will you return to the stand, Mr. Tobin?

J. R. TOBIN,

a witness called by and on behalf of the Respondent, having been previously duly sworn, was examined and testified further as follows: [619]

Direct Examination
(Continued)

Mr. Sokol: I think we can agree that '37 was an abnormal year.

Mr. Sargent: I will enter into no such stipulation.

Mr. Palmer: We will stipulate that '37 was a very good year. Wasn't it one of the best classified years we ever had?

The Witness: Yes, I can state that our gain in lineage in 1937 was 1.2 or 3, I think over '36; '36 and '37 were practically the same.

Mr. Palmer: We will offer our 12, our 11 and our 10.

Trial Examiner Whittemore: You have no objection to these subject to your checking against the original records?

Mr. Sokol: That is right.

Trial Examiner Whittemore: They are received.

(Thereupon, the documents heretofore marked for identification as Respondent's Exhibits 10, 11 and 12, were received in evidence.)

(Testimony of J. R. Tobin.)

RESPONDENT'S EXHIBIT 10

LINAGE

	Reed	Allen	McKeller	Lugoff
12/30/37	1891	351	280	1155
12/23/37	1759	751	477	1124
	1743	724	669	1146
	1751	714	810	1139
	1915	566	357	1135
	2807	584	651	1198
	1642	650	478	878
	1706	861	754	848
	1843	906	538	895
	1734	1029	410	867
	1782	721	684	818
	1790	741	560	927
	1653	553	450	1034
	1746	600	696	1130
	1951	546	479	924
	1966	530	352	845
	2147	437	424	885
	1590	522	645	1334
	184	625	832	2029
	810	680	1038	1715
	2075	589	417	894
	1916	678	390	914
	2136	1175	300	893
	2118	117	355	847
	1995	172	941	981
	1860	565	371	878
	2539	982	506	434
	1959	780	655	816
	2626	647	466	1057
	1679	603	369	1007
	1778	782	425	1000
	1641	741	573	1010
	1954	863	925	936
	2114	715	413	1110
	1731	941	691	1193

(Testimony of J. R. Tobin.)

Reed	Allen	McKellar	Lugoff
2389	750	406	1111
2312	863	450	992
2536	822	643	1249
1877	662	610	976
2147	744	406	944
2506	539	544	1020
2473	556	530	959
2594	587	498	1023
2140	667	501	1077
1944	470	531	1277
2082	556	633	1166
2124	464	528	1228
1898	582	573	1181
2381	688	603	1370
2780	547	638	1249
2848	473	835	1070
2381	289	687	1029
103,943	33,700	28,987	54,917

Linage figures for year 1937

RESPONDENT'S EXHIBIT 11

LUGOFF

	1937	1938	1939	% on 1937
Reed	103,943	80,651	96,721	6.9—
Allen	33,700	26,754	23,603	30. —
McKellar	28,987	28,797	31,955	10.2+
Lugoff	54,917	38,167	35,317	35.7—

RESPONDENT'S EXHIBIT 12

TOTAL CLASS LINAGE

Year	1937	1938	1939	on 1937
	709,766	609,135	595,304	16.1%—

(Testimony of J. R. Tobin.)

Q. (By Mr. Palmer) At the time the \$24 a week guarantee was put into effect for salesmen, Mr. Tobin, did you issue any notice at that time to the salesmen?

A. Well, there was a typewritten notice, yes, that was posted on our bulletin board.

Mr. Palmer: May this be marked Respondent's Exhibit 13?

(Thereupon, the document referred to was marked as Respondent's Exhibit No. 13 for identification.) [620]

Q. (By Mr. Palmer) I show you document Respondent's Exhibit 13 for identification and will ask you if you can identify that, Mr. Tobin?

A. Yes, that is a notice that was posted at the time the guarantee of \$24 went into effect.

Q. That is the notice or a copy of the notice?

A. A copy of the notice, yes.

Mr. Palmer: I offer that as Respondent's Exhibit 13.

Mr. Sokol: No objection.

Trial Examiner Whittemore: It is received.

(Thereupon, the document heretofore marked for identification as Respondent's Exhibit No. 13, was received in evidence.)

(Testimony of J. R. Tobin.)

RESPONDENT'S EXHIBIT 13

TO: OUTSIDE CLASSIFIED SALES MEN

Following is a change of policy effective July 1, 1939, for one year from date:—

The management fixes a minimum guarantee of \$24.00 per week for experienced outside classified salespeople, and \$18.00 per classified beginners with less than one year of experience, effective July 1, 1939, with the following points clearly understood.

That the management shall at all times have the regulation of the number of employees in the department, with rights to employ or dismiss with severance pay up to 26 weeks pay, depending on length of service.

That management shall have sole right of judgment of the qualification of employees for the filling of places in the department.

That management shall have sole right in the assignment of employees to various territories in the classified department.

J. R. TOBIN,

Classified Manager.

July 1, 1939.

Q. (By Mr. Palmer) Mr. Tobin, did it at any time come to your attention that Mr. Lugoff was circulating a petition among the classified employees to have the Guild appointed as bargaining agent?

(Testimony of J. R. Tobin.)

A. I had heard that he was doing such.

Q. Who told you?

A. I think it was just one of those general rumors. I can't remember of any particular person telling me about it.

Q. Did it at any time come to your attention that he was circulating a copy of a contract?

A. I don't believe so.

Q. Did it at any time come to your attention that he was [621] circulating a second petition?

A. No.

Q. You never heard of any more than one petition? A. No.

Q. Was the rate of compensation for Miss McKellar and Mr. Allen the same as the rate for Mr. Lugoff? A. No, it wasn't.

Q. Can you explain the difference, the different basis for computation? What did Miss McKellar get as a rate of compensation for her production?

A. He got a salary of \$10 a week and 2 cents a line and 1 cent an ad.

Q. And what rate of compensation did Mr. Allen get?

A. He got a salary of \$12.50 a week and 2 cents a line and 1 cent an ad.

Q. Why was there difference in the basis of determining their compensation?

A. Well, the rate of commission per line was determined in their respective territories, the poten-

(Testimony of J. R. Tobin.)

tial advertising that there was in each of those territories for our particular newspaper; and Lugoff's territory being the best, of course his commission per line would be less because it was—there was much more potential advertising in that territory.

Q. You considered Mr. Lugoff's territory as having greater possibilities for production of ads for the Citizen- [622] News than the territory of Miss McKellar and that of Mr. Allen?

A. That is right.

Q. Why did you consider one territory better than the other?

Mr. Sokol: Now, I have allowed some opinion evidence to go in but I want to qualify him as an expert. May I take the witness? I want to show what knowledge he had of the territory.

Mr. Palmer: I think he is qualified with 16 $\frac{1}{2}$ years of experience in classified.

Trial Examiner Whittemore: You will have an opportunity to cross-examine him.

Mr. Palmer: You may answer.

A. Oh, what was the question?

Q. Why did you consider one territory as having greater possibilities for production than other territories?

A. Well, Lugoff's territory was—there were more potential professional advertisers in that territory that would have a good reason for advertising in the Citizen-News than in either one of the other two territories and that fact was born out each week

(Testimony of J. R. Tobin.)

by the number of leads that he would get from the other papers in his territory compared to the leads that Allen, for instance, received in his Hollywood territory.

Q. There were more leads in Mr. Lugoff's territory than there were in Allen's territory? [623]

A. Yes: that is in the Hollywood territory, not in the downtown.

Q. When Allen got downtown was he or was he not in stronger competition with the downtown papers? A. Very much so.

Mr. Sokol: I object to that.

Trial Examiner Whittemore: I didn't get the question. Will you read the question.

(Question read by the reporter.)

Mr. Sokol: I object to that, Mr. Examiner.

Trial Examiner Whittemore: I will sustain the objection.

Mr. Sargent: Because it is so obvious, your Honor?

Trial Examiner Whittemore: Well, until you go into what territory various papers covered, I will sustain the objection.

Q. (By Mr. Palmer) Did competition with other papers, Mr. Tobin, have any relation to the productive possibilities of the different territories for ads for the Citizen-News?

A. Yes, it did.

Q. What competition was that?

Mr. Sokol: I object to that as there has been no foundation laid.

(Testimony of J. R. Tobin.)

Trial Examiner Whittemore: That is what he is apparently laying.

The Witness: Would you repeat the question?

[624]

(Question read by the reporter.)

Q. (By Mr. Palmer) What was the competition of other newspapers? What other newspapers were there, the Examiner wants to know.

A. Well, there was the Los Angeles Examiner, the Los Angeles Times.

Q. Any others?

A. And the Herald-Express and the Daily News.

Q. In what respect did they affect advertising possibilities for the Citizen-News?

A. The further away you got from our circulation territory the harder it would be to sell an advertiser downtown, for instance.

Q. What is downtown Los Angeles and what is Hollywood, as to territory? What do we mean by downtown Los Angeles?

A. Well, might I say I would consider the Hollywood territory, as far as classified advertising is concerned?

Q. Well, I asked first what do we mean by downtown Los Angeles?

A. Well, downtown Los Angeles, in location, you mean?

Q. Yes. When you say downtown Los Angeles, what do you mean?

(Testimony of J. R. Tobin.)

A. Well, I would say that area from First to Fourteenth Street and from Main Street to Figueroa.

Q. Well, you mean the central business district of Los [625] Angeles? A. Yes.

Q. What do you mean by the Hollywood area?

A. Well, the Hollywood area would be from Virgil Avenue, south to Beverly Boulevard and Beverly Hills on the west.

Q. The central part of Hollywood is about how many miles from downtown Los Angeles?

A. 7½.

Q. Hollywood is a part of the City of Los Angeles? A. Yes.

Q. In what section of the City of Los Angeles are the best classified possibilities for the Hollywood Citizen-News?

Mr. Sokol: The records would show that.

Trial Examiner Whittemore: Well, from his experience.

Mr. Sokol: All right.

Trial Examiner Whittemore: As a classified advertising manager I think he is qualified.

Q. (By Mr. Palmer) In what section of the City of Los Angeles are the best classified advertising possibilities for the Hollywood Citizen-News?

A. In the Hollywood district.

Q. That is central Hollywood?

A. Yes, the central Hollywood district.

(Testimony of J. R. Tobin.)

Q. That was the district Mr. Lugoff had?

A. Yes. [626]

Mr. Palmer: That is all.

Q. (By Mr. Sokol) Then why did you have two people in downtown Los Angeles, Allen and Mc-Kellar.

A. I told you one was there on automobiles alone and Los Angeles is quite a bit larger than Hollywood.

Q. Well, they are both downtown in Los Angeles? A. Yes.

Q. And that is where you get more business than you get from Lugoff's territory, isn't that right?

Trial Examiner Whittemore: Why do you have two people downtown?

The Witness: Why?

Q. (By Mr. Sokol) They are both producing, aren't they? A. Yes.

Q. You only have one man in Lugoff's territory, isn't that right? A. Yes.

Q. While I am on the subject, has Miss Mc-Kellar ever made her guarantee?

A. Oh, yes, many times.

Q. How many times has she failed to make her guarantee? A. A number of times.

Q. Have you fired her on account of it?

A. No.

Q. How about Allen, has he always made his guarantee? [627] A. No.

(Testimony of J. R. Tobin.)

Q. He has failed to make his guarantee scores of times, hasn't he?

A. Oh, I wouldn't say scores of times.

Q. You wouldn't? A. No.

Q. How many times would you say?

A. The records are there.

Q. How about this new man Sellers, has he made his guarantee? A. Some of the time.

Q. Why don't you fire him when he doesn't make his guarantee? Didn't Mr. Palmer tell you that he was contending that Lugoff agreed that he would be fired if he didn't make his guarantee?

A. No.

Q. He didn't?

Mr. Palmer: I object to that is improper cross-examination. There is no testimony about Mr. Palmer telling him anything.

Trial Examiner Whittemore: Well, I will permit this answer.

Q. (By Mr. Sokol) Did Mr. Young ever tell you to fire Lugoff because he wouldn't make his guarantee? A. No.

Q. Have you ever fired anyone who didn't make their guarantee? [628] A. Yes.

Q. Who?

A. No, I didn't personally. I will take that back.

Trial Examiner Whittemore: Is your cross-examination going to be very extensive. If it is it is 4:30.

Mr. Sokol: I can continue it in the morning.

(Testimony of J. R. Tobin.)

Trial Examiner Whittemore: We will recess then until tomorrow morning at 9:30.

(Whereupon, at 4:30 o'clock p. m. the hearing in the above-entitled matter was adjourned until 9:30 o'clock a. m., Tuesday, November 19, 1940.) [629]

PROCEEDINGS

Trial Examiner Whittemore: The hearing will please come to order. Will you resume the stand, Mr. Tobin?

J. R. TOBIN,

a witness called by and on behalf of the respondent, having been previously sworn, resumed the stand and testified further as follows:

Cross Examination

Q. (By Mr. Sokol) Have you discussed the case with anyone since you were on the stand last night?

A. No, not to any great extent.

Q. Well, with whom did you discuss it?

A. In fact, I haven't discussed it at all.

Q. Now, let's get that straight. You said "No" and then "Not to any great extent." What do you mean?

A. Well, I haven't discussed it with anyone.

Q. Will you explain to the Examiner then why you said "not to any great extent"?

(Testimony of J. R. Tobin.)

A. Well, I was running over in my own mind whether I had and I came to the conclusion I had not.

Q. But you did talk to somebody, is that it?

A. No.

Mr. Sargent: I will stipulate he hasn't talked to me.

Mr. Palmer: I will stipulate he hasn't talked to me, if I am the one you have reference to. [631]

Q. (By Mr. Sokol) Now, Mr. Tobin, when was the first time you made any analysis of the production record of Mr. Lugoff?

A. In 1938. Well, there was an analysis made of his production record each week.

Q. You mean these original records that you have? A. Yes.

Q. Or do you have something besides that?

A. No; no, that is all.

Q. Now, in 1938 you said you made an analysis?

A. Yes.

Q. What do you mean by that? Do you mean you just put down the figures as you have them in your records?

A. No. We went back over several months.

Q. How many months did you go back over?

A. Oh, I couldn't say offhand.

Q. Did you put that down in writing?

A. Not to be kept of record, no, just put down—

(Testimony of J. R. Tobin.)

Q. Did you put it in writing? A. Yes.

Q. Have you got the writing? A. No.

Q. What did you do with it?

A. Showed it to Lugoff and threw it away.

Q. That is all you did with it, showed it to Lugoff and [632] threw it away? A. Yes.

Q. When did you show it to Lugoff?

A. In the early part of 1938.

Q. In the early part of 1938?

A. Yes. I would say March or April, probably.

Q. And then that was the end of that matter?

A. No, that wasn't the end of it, by any means.

Q. Well, did you draw up another analysis after that time? A. Yes.

Q. What? A. Yes.

Q. When was the next time?

A. I believe that was in the first part of August '38.

Q. How many months did you go back at that time?

A. Back to the first of 1938.

Q. What did you do with the analysis?

A. Went over it with Lugoff again.

Q. Then what did you do with it?

A. Destroyed it.

Q. Before I go any further, I show you Respondent's Exhibits 3-A, B and C. When did you make those typewritten notations on 3-A?

A. The typewritten notations?

(Testimony of J. R. Tobin.)

Q. Yes, for instance, opposite this "Apt. House 1730 El [633] Cerrito Pl." you have got "no call made." When did you make that notation?

A. The latter part of August.

Q. What year? A. 1939.

Q. 1939? A. That's right.

Q. After you made that notation, did you show it to anyone? A. Yes.

Q. To whom? A. Mr. Young.

Q. Mr. Young. When?

A. In the latter part of August.

Q. 1939?

A. Let me get these dates correct.

Q. I think you had better go over them in your own mind. I will start over again.

A. No, that isn't necessary.

Q. When did you make the notations?

A. Probably around the 20th, 21st or 22nd of August.

Q. What year? A. 1939.

Q. Did you make any of those notations recently, within the last week? Any of these notations?

A. Yes, I have gone over some of them. [634]

Q. All right. Now, on Respondent's Exhibits 3-A, B and C show me the notations that you made the other day.

A. Well, I don't believe I could do that.

Q. Well, as a matter of fact, all of these fresh pencil notations—do you see them? They are pretty dark. They are the ones you made the other day,

(Testimony of J. R. Tobin.)

practically all of them? You made them within the past week, isn't that so?

A. No, that isn't so.

Q. Well, point out to the Examiner which ones you made within the last week on Respondent's Exhibits 3-A, B and C.

A. I don't believe I could do that, other than to tell you that some of those notations were made within the last week. I will admit that.

Q. Who told you to make them?

A. No one.

Q. What you did was to take these daily reports that Mr. Lugoff made, and went over them last week, and made these notations? A. No.

Q. What did you do? Will you tell the Examiner?

A. Some of those notations were made from those report sheets, yes.

Q. That was the first time you ever made the notations? A. No.

Q. Well, you said you made them last week.

[635]

A. I said some of them were made last week.

Q. Some of them? A. Yes.

Q. And you can't point out which ones were made last week? Showing Respondent's Exhibits 3-A, B and C to the witness.

Well, if you can't do it, I will go on.

A. Here is one in particular. I distinctly remem-

(Testimony of J. R. Tobin.)

ber making it. This one here. This one here: "Smith 5646 Hollywood Boulevard."

Q. "Smith 5646 Hollywood Boulevard"?

A. Yes.

Q. You distinctly remember making that within the last week? A. Yes.

Q. Why didn't you make that back in August, 1939? Have you any explanation?

A. I probably had marked something on there, but didn't have it complete, and I went over the balance of his report sheets to check up on it.

Q. Now, you have spoken to Mr. Palmer about this case, haven't you? A. Yes.

Q. He told you that he wanted you to go back over Lugoff's record, to see what you could pick out to show his inefficiency; isn't that right?

A. No, that isn't right. [636]

Q. What did he tell you to do about these records?

A. He didn't tell me anything. I suggested it to him.

Q. You suggested it to him?

A. That's right.

Q. What did you say?

A. That it might be a good idea to go back over these records and refresh our memories on how bad his production record was.

Q. I see. What did he say about it?

A. Well, he said, yes, that might be.

(Testimony of J. R. Tobin.)

Q. When was the first time you told Mr. Palmer that,—since his trial opened? A. Yes.

Q. Had you ever, prior to March 30, 1940, gone over Mr. Lugoff's record with Mr. Palmer?

A. No.

Q. Had you ever, prior to March 30th, 1940, gone over Mr. Lugoff's record with Mr. Palmer?

A. Yes, sir.

Q. When?

A. Oh, on several occasions.

Q. When was the first time?

A. In July of '38.

Q. In July of '38? A. Yes.

Q. Did you give him a written report on Lugoff's production [637] at that time, or an oral report?

A. I believe I showed him a written record.

Q. Then when was the next time?

A. In August of 1938.

Q. That was the last time, August of 1939?

A. No, it wasn't the last time.

Q. Well, when was the next time?

A. Well, ask me the questions. I can't——

Q. I asked you that. Pardon me.

A. The next time was, I believe, in April of '39.

Q. In April of 1939? A. That's right.

Q. And what kind of a report did you show Mr. Young this time?

A. Well, the same thing, a record of his production.

(Testimony of J. R. Tobin.)

Q. What did he say?

A. He said it looked pretty bad.

Q. Did he tell you to fire him? A. No.

Q. Did he say anything about that?

A. Yes. We talked over whether Lugoff should be fired or not, and I—

Q. And you decided not to fire him?

A. Yes.

Q. In April of 1939? Are you sure of that?

A. Yes. [638]

Q. Well, in April 1939 Mr. Lugoff's production was very good, wasn't it?

A. No, it wasn't.

Q. Wasn't it?

A. I hadn't been very good.

Q. Well, take a look at it. I will show you the original records for April, namely, April 6th, 714 lines. That is fairly good, isn't it?

A. Fairly good?

Q. Yes. You have told us that Sellers averages 620, and isn't 714 above the average? A. No.

Q. It is not? A. No.

Q. April 13th, 777 lines.

A. What about it?

Q. What about it? Isn't that above the average?

A. No, it isn't.

Q. What is above the average?

A. On his particular territory?

Q. Yes.

(Testimony of J. R. Tobin.)

A. Oh, I would say 1100 or 1200 lines a week.

Q. Will you point out in the record where—ever since the territory—where you can point out anywhere in that record where 1100 or 1200 lines are shown in that territory? [639]

A. Not in this record, no.

Q. Lugoff started that record from scratch, didn't he—the territory? He went out in the territory and built it up, didn't he?

A. Yes, I believe he did.

Q. All right. Did you ever go on the territory?

A. Yes.

Q. When?

A. What do you mean, did I go?

Q. Did you ever sell ads in that territory?

A. Yes.

Q. When?

A. Why from the time he was there right up to date.

Q. You have been selling ads in the same territory?

A. I have been helping him. I help people, call on ads myself.

Q. How many ads have you sold? Have you sold them in the last week or so? A. Yes, some.

Q. On Lugoff's territory.

A. Well, it isn't Lugoff's territory.

Q. Or Sellers' territory? A. Yes.

Q. Are you helping Sellers sell ads?

(Testimony of J. R. Tobin.)

A. At times I do, yes. [640]

Q. All right. Continuing in the same month, in April, 1939—

A. Of course, I helped Lugoff sell too.

Q. When? What ads did you help him sell?

A. Oh, any number of ads.

Q. Name one.

A. Smiley, a real estate concern; Thompson Estates.

Q. By "helping" what do you mean?

A. By getting it all set for Lugoff to go in and pick up the copy.

Q. Explain that.

A. Selling them on the idea that they should use the Citizen-News.

Q. You see the lineage of 881 for April 20, 1939— A. Yes.

Q. —and 796 for April 27, 1939? A. Yes.

Q. That is correct, isn't it? A. Yes.

Q. All right. Now, in April 1939 you went over this matter with Mr. Young and you didn't decide to fire Mr. Lugoff?

A. We decided not to, yes.

Q. You decided not to. And what was your reason for not firing him at that time?

A. Well, we just wanted to give him another chance to make good. [641]

Q. Did you consult Mr. Palmer on that?

A. No.

(Testimony of J. R. Tobin.)

Q. Now, are the total times that you have talked to Mr. Young about Mr. Lugoff?

A. No. I talked to him again in August of '39.

Q. All right. What was it this time?

A. I showed Young a record of his production for the past couple of weeks, or probably the past several months.

Q. Don't you go over all the production records at the same time? Didn't you go over the production records of the other people, the other outside people, with Mr. Young at the same time?

A. Oh, those records were available to him.

Q. Well, did you go over the records with the other people at the same time?

A. Some of the other people, yes.

Q. What other people? A. Allen.

Q. All right. You were thinking about firing Allen too, weren't you? A. No.

Q. Why not? Wasn't his production low?

A. For his territory it wasn't particularly low, no.

Q. Hasn't Allen's production been low?

A. It all depends on what you mean by "production." [642]

Q. Lineage?

A. You see, there is—as I pointed out yesterday, there is quite a difference in the two respective territories.

Q. Will you answer my question: Was Allen's production or lineage low?

(Testimony of J. R. Tobin.)

A. Low for his territory?

Q. Yes.

A. No, it wasn't low for his territory.

Q. When wasn't it low?

A. At the date you are speaking of now, in August.

Q. August of 1939? A. Yes.

Q. Wasn't it low in April of 1939?

A. I don't recall, in April 1939.

Q. Well, it has been below average on occasion, hasn't it? A. On occasion?

Q. Yes. A. Yes.

Q. And those occasions have been for several months at a time?

A. No, I wouldn't say that.

Q. What was the longest period, that you know of? A. I wouldn't know offhand.

Q. All right. Now, in August 1939 what did you say to Mr. Young, and what did he say to you?

[643]

A. Well, we went over the record, his production record, and I pointed out to Mr. Young that it was very bad, and he let it go at that.

Q. What do you mean "he let it go"? What did he say? A. Well, he admitted it was, too.

Q. What about firing Lugoff?

A. Well—

Q. What was said?

A. At that time there wasn't anything said definitely about it.

(Testimony of J. R. Tobin.)

Q. Is it your understanding that Lugoff was fired because of low production? A. Yes.

Q. And that is the only reason? A. Yes.

Q. From whom did you get that understanding.

A. Myself.

Q. Yourself? A. Yes.

Q. Did you discuss it with anyone else?

A. Discussed it with Young.

Q. And is he the only one you discussed it with?

A. And with Lugoff.

Q. And that is the only reason in your mind as to why Lugoff was fired?

A. Well, of course, there were a lot of things that led up [644] to the fact that his production was low. The fact that he didn't work eight hours a day and that, undoubtedly, he laid down on the job.

Q. Was it your understanding, at any time, that his work was going to terminate at a specific period?

A. No.

Q. Now, did you fire Lugoff? A. No.

Q. Did you know that he was going to be fired— A. No.

Q. On March 30, 1940?

A. No, I didn't.

Q. Well, now, you have been in the advertising field for some time, and I wonder if you could be helpful to the Examiner, and explain something about these accounts. Now, take an automobile account. When a salesman gets an automobile account,

(Testimony of J. R. Tobin.)

he gets considerably more than the average lineage out of an automobile account, isn't that right? In other words, they advertise a number of makes of cars in a single ad, isn't that right?

A. Well, to a certain extent, yes. An automobile account and a real estate account would be somewhat similar, as far as the size of the ads go.

Q. Lugoff's account—

A. (Continuing) And loan companies, too, their ads would [645] be quite large.

Q. Do you know of any loan company ad that Mr. Lugoff had in 1939?

A. I know several he should have. I don't know of any he did have, no.

Q. Now, Lugoff's ads were mainly confined to the small businesses that carried just a few lines; isn't that right? A. By no means, no.

Q. What was his largest ad, that you know of?

A. Well, it was his own fault; yes, his ads were rather small, but the potential advertising in his territory was not.

Mr. Sokol: I move to strike that "it was his own fault", Mr. Examiner.

Trial Examiner Whittemore: That may be stricken.

Mr. Sargent: May we have an exception to that being stricken?

Q. (By Mr. Sokol) My question is this: Lugoff's ads were mainly small ads of a few lines; isn't that right?

(Testimony of J. R. Tobin.)

A. You are talking about 1939 now?

Q. Yes.

A. No, he had a number—he had several large Where to Dine ads.

Q. They were just occasional ads?

A. Once a week.

Q. But the regular ads just carried a few lines?

[646]

A. A large number of them did carry a few lines, that's correct.

Q. When you have automobile ads, it is a lot easier to build up a good linage, isn't it? You just need a few automobile ads and you have a better linage than a man who has a number of small individual ads; isn't that right?

A. That's right, granting—

Q. Now coming to Sellers, it is true, isn't it, that Mr. Sellers has profited a great deal from vacations since he has been on the job?

A. A great deal?

Q. Yes. A. It is not true.

Q. Let me show you an example.

A. Of course, it all depends on what you mean by "profited greatly."

Q. I will show you what I mean right from your own records. A. All right.

Q. Now, for instance, I will show you your original records. This is your original record, isn't it, for June 27, 1940? A. That's correct.

(Testimony of J. R. Tobin.)

Q. How many lines does Mr. Sellers have?

A. 1139.

Q. 1139 lines. Who was on vacation?

A. Reid. [647]

Q. And he is your top man? A. Right.

Q. Now, analyze that, and tell the Examiner if it isn't a fact that Mr. Sellers got the bulk of Mr. Reid's territory?

A. No. I can answer that very simply. He did not get the bulk.

Q. Isn't there a difference of over 500 lines between the average—

A. That doesn't represent the bulk of the territory.

Q. Analyze the figures of the other people. McKellar, there isn't any difference of 500 lines there?

A. Don't you see quite a difference here (indicating)?

Q. Oh, Tobin? A. Yes.

Q. Oh, I see. You got the bulk of it?

A. Yes.

Q. Then you and Sellers split up Reid's territory, is that it? A. Yes, that is true.

Q. Are you a good friend of Sellers?

A. Not near as good a friend of Sellers as I am of Lugoff's.

Mr. Sokol: That wasn't my question. I move to strike the answer.

Trial Examiner Whittemore: I didn't hear the answer. Will you read it, please?

(Testimony of J. R. Tobin.)

(The answer was read.) [648]

Mr. Sargent: I think that is an answer. He asked a wild question and got an answer that covered it.

Mr. Sokol: I asked him a direct question.

Trial Examiner Whittemore: Well, the answer may be stricken. You may answer the question.

Mr. Sokol: I will withdraw the question.

Q. (By Mr. Sokol) As a matter of fact, while we are on vacations, I will show you a number of other vacations here. A. Yes.

Q. Look at this (indicating).

A. Do you want to look at some of Mr. Lugoff's vacations?

Mr. Sokol: Mr. Examiner, will you instruct the witness to answer the questions?

Trial Examiner Whittemore: Just answer the questions.

The Witness: All right.

Q. (By Mr. Sokol) As a matter of fact, I intend to show that. I am not trying to make a partisan point of view on this. Now, June 20, 1940, Mr. Sellers profited again by the vacation of Mr. Reid; isn't that right? A. He profited.

Q. All right. June 13, 1940 he profited again by a vacation, didn't he? June 13, 1940 is the week ending at that time. This all refers to weeks ending the date that I am referring to. He profited again, didn't he?

(Testimony of J. R. Tobin.)

A. Well, he profited to the extent of probably 100 lines, [649] anyway.

Q. Well, he profited? A. Yes, that's true.

Q. Those are just a few examples?

A. That's all. There aren't any more.

Q. Now, look through them. I will show you some more.

A. I know there aren't any more.

Q. What about here (indicating)? Is that any vacation? Is that anything—when Allen took his vacation? A. No.

Q. Take that figure of June 13th, 1139 lines for Sellers. A. Yes.

Q. Can you state any time when you turned over Reid's territory, or part of it, to Mr. Lugoff? Specifically, I want the dates so I can check the records.

A. I would want to look at the record myself.

Q. Here is the record before you. I am showing the witness the analysis which was prepared by the respondent. It is Respondent's Exhibit 8, with the subdivisions noted.

(Handing documents to witness.)

A. Yes. I consider that (indicating) one.

Q. What date now?

A. I wouldn't want to commit myself on that until I found out what month Reid took his vacation in in 1939.

Q. Well, don't you know? [650]

A. No, I can't recall that offhand.

(Testimony of J. R. Tobin.)

Mr. Palmer: Why not let the witness look over the original records and find it?

Q. (By Mr. Sokol) If you want to thumb through the records, all right. I want to help you.

A. The latter part of July, 1939.

Q. However, July 9, 1939, I have that here, and there is no Reid vacation in that time. Here is the latter part of July. I don't see any vacation for Reid then. A. This is 1940.

Q. Oh, pardon me.

(Handing further documents to witness.)

A. Yes, sir, there (indicating).

Q. I was looking at 1940. Well, in July you have a vacation there for Reid, in July 1939. Will you point out to the Examiner where Mr. Lugoff profited from Mr. Reid's vacation to the extent that you had Sellers profit?

A. Well, there is something very wrong here. These records don't coincide.

Q. You mean the records of the analysis don't coincide?

A. I was looking at the wrong thing here. This is the lines, here, I see.

Q. Yes.

A. Well, he apparently got some extra lines in the week ending July 27th, according to these figures. [651]

Q. But nothing compared to the figures that Sellers got out of Reid's vacation?

A. I wouldn't say "nothing".

(Testimony of J. R. Tobin.)

Q. Well, Sellers got over 1000 lines—1100 and some—isn't that right?

A. No, that isn't right. His total lineage for that week was 1100, but that wasn't all Reid's.

Q. I realize that, but the total lineage of Mr. Lugoff for that period—

A. Was less than Sellers, yes, was a little less.

Q. It was a little over 800 lines?

A. It was a little less.

Q. In other words, you didn't give the bulk of Reid's territory to Lugoff, they way you did to Sellers?

A. That isn't true. If you will look—

Mr. Palmer: The witness hasn't testified he gave the bulk of Reid's territory to Sellers, Mr. Sokol.

The Witness: If you will look at Reid's lineage here in 1939 and his lineage in '40, I think you will see that his lineage was a little more in 1940.

Q. (By Mr. Sokol) Well, at any rate he took his vacation in July, 1939? A. Yes.

Q. What are the best accounts in classified advertising? Automobile does stand pretty high? [652]

A. Yes, that is one.

Q. Is that number one?

A. No. Well, it is one of the best, Automobiles, and money to loan, and real estate, and rentals, apartment houses.

Q. Which is the very best of all, now?

A. Automobiles.

(Testimony of J. R. Tobin.)

Q. Did you assign any automobile advertisers to Mr. Lugoff? A. A few, yes.

Q. I am talking about 1939.

A. None in 1939.

Q. Aren't there some automobile advertisers in his territory? A. Yes.

Q. Well, who took them?

A. Who took them?

Q. Yes.

A. Well, I might say that in 1934 we carried practically no automobile advertising at all. That was before Lugoff worked at the Citizen-News, or rather, he wasn't working there at that time, and Reid and myself went out and sold, oh, 12 or 14 accounts, and got the classification started in the paper, and at that time I assigned all the automobile accounts to Reid to handle.

Q. And some of those accounts are in Lugoff's territory? A. Yes; yes.

Q. Take the matter of compensation. It is far more difficult [653] and you have to place a far greater number of calls, don't you, when you are working on Lugoff's assignments, than when you are working on assignments like McKellar has?

A. No, definitely not. He has the same, as I say, real estate companies, money to loan companies in his territory, that are potential advertisers and the number of them using the Los Angeles newspapers. Of course, the trouble with him was he didn't get out and call on them, so naturally not being—

Q. Did you assign any automobile advertisers to

(Testimony of J. R. Tobin.)

Mr. Sokol: Just a moment. I move to strike that out as not responsive.

Trial Examiner Whittemore: That may be stricken, the last statement.

Q. (By Mr. Sokol) Since you brought up the subject of newspapers, don't you think the Los Angeles Herald, the downtown paper, sells more copies in Lugoff's territory than your paper does? To your knowledge, isn't that so?

A. No, they don't, to my knowledge.

Q. The Herald doesn't circulate more in Hollywood than your own paper?

A. Not to my knowledge.

Q. Well, isn't it substantially or approximately equal to your paper? A. I don't believe so.

Mr. Palmer: You mean both the Herald street circulation and home delivery circulation? [654]

Mr. Sokol: Yes. I think you will stipulate to that, won't you, Mr. Palmer?

Mr. Palmer: Well, if it has any importance, we can check it up.

Mr. Sokol: It is not of any great importance, but I think, for the sake of the record, you are not contending that the downtown papers do not have more circulation than your own paper in your area?

Mr. Palmer: Some downtown papers. I can express my belief, if you want—

Mr. Sokol: Yes.

Mr. Palmer: That if you are combining the

(Testimony of J. R. Tobin.)

street and home delivery, it might be greater than ours; but if you are taking the home delivery alone, ours will be greater.

Mr. Sokol: All right. Thank you.

Mr. Palmer: Now, I am not trying to sell his Honor advertising in the paper, but I wouldn't make that concession as to the Examiner or as to the Daily News, but I think as to the Times I can make the concession too, without having the figures in front of me. That is just my general impression.

Trial Examiner Whittemore: Thank you.

Q. (By Mr. Sokol) I have one matter here. Will you explain what this term here "W.D." means? A. Oh, Where to Dine.

Mr. Palmer: What was that? Will you read that? [655]

(The question and answer were read.)

Q. (By Mr. Sokol) From your own analysis that your company has compiled, doesn't it show that Mr. Lugoff was the second highest man in classified in lineage?

A. I will have to look and see.

(Examining documents.) If it does, why it does?

Q. Well, it does, as a matter of fact. Now, did you tell Mr. Young that, that for the whole year of 1939 Mr. Lugoff was your second best man in production of lineage for the paper?

A. I don't know just what you mean by second best man.

(Testimony of J. R. Tobin.)

Q. Well, that Reid has the most lineage and that Lugoff came second?

A. Well, the fact that he came second didn't mean anything when you considered the potential—

Mr. Palmer: Now, just answer the question, whether you told Mr. Young.

Mr. Sokol: I move to strike the answer and ask that the witness be instructed to answer the question. May that go out?

Trial Examiner Whittemore: It may go out.

Q. (By Mr. Sokol) Now, did you tell Mr. Young in the latter part of 1939, when you were talking to him, about Mr. Lugoff, that his production was second? A. No, I didn't.

Q. Mr. Reid has been with the paper a long time, hasn't he? [656] I mean, how many years has he been with the paper?

A. I think he started in 1930.

Q. He has got the cream of the territory in the way of the best kind of ads, hasn't he?

A. No.

Q. He has automobile ads, practically all of them, hasn't he? A. Yes.

Q. When did you first learn of any attempt to organize the classified employees?

A. I don't believe I ever did have any definite information that they were trying to organize the department.

Q. What about this petition that Lugoff was circulating? How did you learn about that?

(Testimony of J. R. Tobin.)

A. Well, as I said yesterday, it was just one of those office—

Q. Well, you got the information from somebody. A. No, I can't—

Q. Now, did you see him circulate it himself?

A. No.

Q. Then how did you learn that he was circulating it?

A. Perhaps someone did tell me, but if they did, I don't recall who it was.

Q. What kind of a petition was it?

A. I don't know.

Q. Well, it was a petition to organize the people in the classified into the Guild, wasn't it? [657]

A. I don't know. I never saw the petition; never even made any inquiry about it.

Q. When did you hear about the petition?

A. I don't recall.

Q. Wasn't it just prior to Mr. Lugoff's discharge, just a week or two?

A. I am quite sure it wasn't.

Q. Why are you so sure?

A. It seems to me it was some time before that.

Q. How long before that?

A. Several months.

Q. What makes it stick in your memory as having been several months before that? Tell the Examiner the circumstances.

A. Well, the reason I choose that time is because I know it was several months after the Guild settle-

(Testimony of J. R. Tobin.)

ment was made. I believe that was in August of 1938. It was several months after that, which would make it much nearer the middle of 1939 than it would the early part of 1940. That is how I would arrive at that date.

Q. Did you attend any conferences of the department heads with Mr. Palmer?

A. Yes, I did.

Q. Did Mr. Palmer ever give you any instructions with regard to union activities?

A. No, sir. [658]

Q. You attended practically every conference, didn't you, except when you were on vacation?

A. What do you mean by "conference"?

Q. Well, you had department head meetings?

A. That is correct.

Q. And when did you have them?

A. Tuesday afternoons.

Q. And you attended them regularly—

A. That is right.

Q. —except when you were on vacation?

A. That's right.

Q. What about these union activities there of Mr. Lugoff? Were they noticeable around in your department?

A. No, I never particularly noticed it myself, no. I didn't make it a point to.

Q. You knew about them though? You got information from other people in the department?

A. No.

(Testimony of J. R. Tobin.)

Q. Can you explain to the Examiner how you learned he was passing out a petition?

A. I never told you that I knew he was passing out a petition.

Q. Well, what did you say?

A. I will ask the young lady to repeat it.

Q. I am asking you, to see if you remember what you said yesterday. I want to see how clear your memory is on what you [659] said yesterday on that petition. What did you say? Don't you recall?

A. Which petition are you talking about?

Q. Mr. Palmer was asking you questions, and he said "You remember, do you not, that Lugoff passed out petitions?" or words to that effect, and you gave an answer. What was your answer?

A. No, I didn't know.

Q. You don't remember what you said yesterday?

A. Well, you have talked about petitions and Guild papers.

Q. Mr. Palmer first asked you, did you know that Lugoff passed out a petition, and then he went into the contract. On the petition you said "Yes." On the contract you said "No." Do you remember that?

A. No.

Mr. Sargent: Mr. Sokol, he didn't say that. He said he heard a rumor. That is what he said.

Q. (By Mr. Sokol) Oh, you heard a rumor about the petition?

(Testimony of J. R. Tobin.)

A. I believe I just repeated that to you a few minutes ago.

Q. And whom did you get the rumor from?

A. I don't recall.

Q. Now, you didn't want to fire Lugoff in August, 1938, you were just told to fire him, isn't that right? A. No, that isn't true.

Q. Well, were you told—— [660]

A. I fired him.

Q. But were you told to fire him by anyone?

A. No.

Q. What was the reason for your firing him?

A. Because of his production record.

Q. That was the only thing? It wasn't because these strikers were returning?

A. No; no. I might add to that, too; of course, there was the fact that the whole—the lineage was down considerably in the whole department, and Lugoff's was just as low as or lower than anybody's had been for some time.

Q. Everybody was low during the strike, weren't they? A. Lower than usual, yes.

Q. Do you remember your conversation with Mr. Lugoff in 1938, August 1938, when you cut him off the payroll? A. No.

Q. You don't?

A. What conversation are you speaking of?

Q. The conversation in August 1938 when you

(Testimony of J. R. Tobin.)

cut Mr. Lugoff off the payroll. Do you remember the conversation?

A. When he was cut off, or before he was cut off?

Q. Or before he was cut off?

A. When he was cut off? After he was cut off, no, I don't recall having any conversation with him.

Q. Do you remember his talking to you about getting a loan, [661] prior to the time he went on his vacation?

A. I remember talking to him prior to his going on his vacation about—I don't recall whether he was getting a loan or had incurred a loan.

Q. You first learned that Mr. Lugoff was discharged, when he came back the Monday following March 30th, 1940, when he came in to see you that morning, is that right? Do you remember Monday morning, when he came in and did some work down there? A. Yes.

Q. Is that the first time you learned about his discharge? A. No.

Q. When had you learned about his discharge?

A. The previous Saturday.

Q. From whom did you hear it?

A. Young.

Q. What did he tell you?

A. He didn't tell me anything. I went over his records anyway, Lugoff's records, to see if his production had improved any, and which it hadn't.

Q. When did you go over the records?

(Testimony of J. R. Tobin.)

A. Oh, I believe that was on the Friday, Thursday or Friday prior.

Q. Did anyone tell you to go over his records?

A. Yes.

Q. Who. [662] A. Young.

Q. When? A. On the Thursday or Friday.

Q. What did he say to you? Let me ask you this: Are you absolutely sure about that date? Suppose I told you that Mr. Young had testified it was two weeks prior to March 30th, 1940.

Mr. Palmer: Well, then you would be telling him wrong, Mr. Sokol, because Mr. Young said it was within two weeks prior to that. He didn't say it was two weeks.

Q. (By Mr. Sokol) Are you positive of that date?

A. I am very positive of that, within that period of two days.

Q. What did Mr. Young tell you?

A. He didn't—I showed him the production record, and I don't believe that there was anything definite said until Saturday morning, and at that time Young asked me for his—the length of time that he had been there, and so forth.

Q. Did you tell him? A. Yes.

Q. What did you tell him?

A. Whatever it was, I told him.

Q. What did you tell him?

A. I don't recall how long he had worked there offhand.

(Testimony of J. R. Tobin.)

Q. In the discharge of August 1938 you discharged Mr. Lugoff [663] yourself, didn't you?

A. That's right.

Q. Have you ever heard of Mr. Palmer ever discharging anyone in your department, other than Mr. Lugoff? A. Well, of course—

Q. Directly. Did Mr. Palmer himself discharge anyone in your department at any time, other than Mr. Lugoff?

A. No, I don't believe he has.

Q. To your knowledge, has Mr. Palmer ever discharged anyone in the classified advertising department?

A. I thought that's the one you were just speaking of.

Mr. Sargent: Display.

Q. (By Mr. Sokol) I mean display advertising department, other than Mr. Fisher, if you can remember?

A. I wouldn't know anything about the display department.

Q. Have you personally had occasion to fire anyone in your department?

A. On many occasions.

Q. And you did that yourself?

A. You mean without consulting anyone else?

Q. No, I mean the last word, the actual discharge came from you? A. That's true.

Q. Did Mr. Young ever personally discharge anyone directly?

(Testimony of J. R. Tobin.)

A. Well, you mean in the classified department?

[664]

Q. Yes. A. No.

Q. Now, you know Mr. Allen's territory?

A. Yes.

Q. Miss McKellar now works with Allen on that territory?

A. It depends on what you mean by "works with".

Q. Well, she covers part of the territory?

A. She works in the same territory.

Q. Yes. Previously Allen had worked that territory alone; is that right?

A. Yes, that's right.

Q. Why did you put Miss McKellar in there?

A. Because I knew that from her work on other newspapers she had an acquaintance along automobile row in Los Angeles, and we were getting practically no advertising from the down town dealers at that time, and she convinced me she would be able to get some of that for the paper, which she did.

Q. Mr. Lugoff was the lowest paid man, I mean in the way of commissions; isn't that right?

A. No.

Q. Well, Mr. Lugoff got a cent and a half a line and one cent per ad, and \$10.00 base pay, is that right? A. That's right.

Q. What is Sellers getting per line?

A. The same as Lugoff. [665]

(Testimony of J. R. Tobin.)

Q. And the same base pay?

A. The same base pay.

Q. And McKellar gets two cents a line?

A. That's right.

Q. And the same base pay?

A. That's right.

Q. And Allen two cents a line and \$12.00 base pay? A. \$12.50, I believe.

Q. \$12.50? A. I believe it is.

Q. Has Mr. Allen been with the paper longer than Mr. Lugoff?

A. Well, what period of time are you taking in there?

Q. In all?

Mr. Palmer: You mean from the time that Lugoff last returned to the paper?

Mr. Sokol: Yes.

The Witness: Allen has been there longer.

Q. (By Mr. Sokol) Lugoff has been there longer than McKellar, hasn't he? A. Yes.

Q. Do you think it takes any experience to sell classified advertising?

A. Well, if you were to ask me what the requirements were for successfully selling classified advertising, I would say it was about 90 per cent work and ten per cent ability. [666]

Mr. Palmer: Ten per cent what?

The Witness: Ability.

Mr. Palmer: Ability?

The Witness: Ability.

(Testimony of J. R. Tobin.)

Q. (By Mr. Sokol) Had you any demonstration of ability along that line from Mr. Sellers prior to the time he went to work?

A. The ability as to what? What kind of ability?

Q. Selling classified advertising.

A. No, I hadn't.

Q. Who hired Sellers?

A. What do you mean "who"?

Q. Who hired Sellers?

A. To work where?

Q. Who assigned him to work with you?

A. I did.

Q. Had he spoken to you about that previously?

A. No.

Q. Didn't you have him in mind—

A. Yes.

Q. ——to take Lugoff's place? A. When?

Q. At any time? A. No, not—I had, yes.

Q. You know that he is not a member of the Newspaper Guild? A. No, I don't. [667]

Q. You don't? A. No.

Q. Have you ever spoken—

A. I would like to qualify that statement I just made as to when I had Sellers in mind. That was on this same Thursday or Friday that I was speaking of, that I talked to Young about Lugoff's earnings.

Q. You have talked to some of the employees about the Newspaper Guild, haven't you?

A. I have talked to Young about it.

(Testimony of J. R. Tobin.)

Q. When was that?

A. Oh, I probably talked to him several times.

Q. When was the first time?

A. I don't recall. Oh, yes, I do too. It was during the strike in 1938.

Q. What was that conversation about? Can you relate the conversation?

A. Well, I just inquired how things were getting along.

Q. What did he say about the Guild?

A. Nothing.

Q. Well, I am asking you about conversations about the Newspaper Guild.

A. That is what I say, what my conversation was about. I asked him how they were getting along in their negotiations, and so forth. [668]

Q. Whom else did you converse with?

A. No one.

Q. These men that worked in this classified department, other than Sellers, hasn't every one of them had classified experience prior to coming to work with the paper?

A. Are you talking about every employee in the classified advertising department?

Q. Yes, who sells ads?

A. No, they haven't.

Q. Don't all these outside men?

A. Well, what are you talking about—outside men or the whole department?

(Testimony of J. R. Tobin.)

Q. Let's take the outside men. They all had previous experience selling ads except Sellers?

A. I think Allen had had about a month's experience.

Q. The others had a longer period of experience?

A. You mean Reid and McKellar?

Q. Yes. A. Yes.

Q. Did you ever hear of Sellers doing anything in the way of unionism? A. No.

Q. Have you ever heard of Allen ever doing anything in the way of unionism? A. No. [669]

Q. Have you ever heard of McKellar doing anything in the way of unionism? A. No.

Q. Reid? A. No.

Mr. Sokol: May we have just a few minutes?

Trial Examiner Whittemore: We will take a five minute recess.

(A short recess was taken.)

Trial Examiner Whittemore: Proceed.

Mr. Sokol: That is all.

Redirect Examination

Q. (By Mr. Palmer) On your cross examination, Mr. Tobin, you stated that some accounts had been given to Mr. Sellers, that could be assigned by you to anyone. These were telephone requests for a solicitor to call?

A. Well, that's all that they were, yes.

Q. Well—

A. Telephone calls that came in for salesmen to call.

(Testimony of J. R. Tobin.)

Q. I am just reminding you of that. Now, when Mr. Lugoff was there, did Mr. Lugoff ever get the same calls?

A. Yes, he got the same calls too.

Q. In assigning accounts, did you or did you not have the privilege, under the arrangements with your solicitors, to assign accounts wherever you wished? [670] A. I did have that privilege.

Q. On your cross examination I believe you were asked something about giving any large account to any particular person. You could have done that, if you desired? A. Yes, I could.

Q. It was commonly known that Mr. Reid had the automotive accounts? A. Yes.

Q. Did anyone else have any special account that might have been outside of their general classification? A. Well—

Q. You testified a few minutes ago that Miss McKellar was given the automotive accounts downtown, and that the downtown territory was where Mr. Allen worked.

A. Well, I might say, in addition to the automotive accounts, Miss McKellar was given certain calls in other lines of business to be made. I remember distinctly one account that is still running in the paper at the present time, and that is the California Bank, that Allen had been calling on for several months and had been unable to close the account, and I turned the account over to Miss McKellar to be worked on, and she got the account

(Testimony of J. R. Tobin.)

within a few weeks, and it has been in the newspaper ever since.

Q. What kind of classified ad would the California Bank put in? [671] A. Real estate.

Q. How would you describe the characteristics of Mr. Lugoff, as to his work, referring to the question of whether or not he was aggressive, whether or not he was diligent, whether or not he worked steadily and thoroughly on his job?

Mr. Sokol: I object to that.

Mr. Palmer: I am asking the witness to describe it, and adding, in order to indicate what I mean, the description of his characteristics.

Mr. Sokol: That isn't a fair question.

Mr. Palmer: Why isn't it?

Trial Examiner Whittemore: I will overrule the objection. The question is the weight that may be given to it.

Mr. Palmer: I am bringing this up because of the answers that Mr. Sokol got, that he had stricken out, which we would like very much to have in, as to what type of a worker Mr. Lugoff was.

Mr. Sokol: The way I look at that, Mr. Examiner—pardon me—shall we go off the record?

Trial Examiner Whittemore: No, I am perfectly willing if it is left on the record.

Mr. Sokol: Well, I want to say simply this: The question is not what the respondent thinks of him now, postmortem, but what it concluded prior to the discharge.

(Testimony of J. R. Tobin.)

Mr. Palmer: All right. I will limit it. [672]

Trial Examiner Whittemore: That is one of the reasons that I said it was a matter of the weight to be given to it. However, let's hear what the witness, who was his boss, thinks of him. Certainly, he is entitled to an opinion, and if so, to express it.

Mr. Palmer: I will limit it though to what he thought prior to his discharge, if that will help any.

The Witness: Well, there have been times when Lugoff was a very, very good worker, and there have been many other times when he would not make half the calls that it would be possible to make in eight hours.

Q. (By Mr. Palmer) In your opinion, if he had made more calls, would he have produced more lineage? A. Yes, sir.

Mr. Sokol: That is objected to as argumentative.

Mr. Palmer: I don't think it is argumentative.

Mr. Sokol: All right. It is only his opinion.

Mr. Palmer: It goes on the same theory, and I am asking him only for his opinion.

The Witness: Yes. My answer is "yes".

Q. (By Mr. Palmer) Would much classified business be sold if calls were not made?

A. No.

Q. All of these outside salesmen are supposed to be making calls upon prospects, are they not? [673]

A. That's true.

(Testimony of J. R. Tobin.)

Q. And you inside salesmen, in the same way?

A. Yes, that's true.

Q. Had you ever observed Mr. Lugoff during working hours, when he was not applying himself to his work? A. Yes.

Q. Do you recall any occasions, specific occasions that you can mention?

A. To name the date, you mean?

Q. Yes.

Mr. Sokol: I would like to have the date.

Q. (By Mr. Palmer) No, just if you recalled any occasions. We will get the dates, but I am now asking if you recall.

A. I remember any number of occasions when I have seen him playing pin marble games during working hours.

Q. During working hours? A. Yes, sir.

Q. Where was it that he was playing pin marble games?

A. Oh, at Taylor's Barber Shop on Wilcox Avenue.

Q. About where is Taylor's Barber Shop on Wilcox Avenue?

A. I believe it is 1645 Wilcox.

Q. 1645? A. I believe that's it.

Q. That would be just south of Hollywood Boulevard? A. That's true. [674]

Q. And on the same side of the street as the Citizen-News building? That's true.

(Testimony of J. R. Tobin.)

Q. Do you remember any particular occasion that you observed him there?

A. Well, I remember one time in particular that I saw him playing there, and I went around the corner and kept track of how long he played there, and it was an hour and 20 minutes.

Q. About when was this, Mr. Tobin? First do you recall about when it was?

A. I believe it was the latter part of '39.

Q. On that particular occasion you made your own check as to time? A. Yes, sir.

Q. And it was an hour and 20 minutes from the time you saw him there, until you saw him leave?

A. Until he left. Of course, I didn't see him go in there.

Q. No, I say from the time you saw him there?

A. Yes.

Mr. Sokol: Until when?

Q. (By Mr. Palmer) That was during working hours?

A. Incidentally, that was in the morning too.

Q. But on many other occasions, or on other occasions you also saw him there?

Mr. Sokol: Just a moment. [675]

The Witness: Yes.

Mr. Palmer: Strike out the "many".

Q. (By Mr. Palmer) On other occasions you saw him? A. Yes.

Q. And were those occasions few in number?

(Testimony of J. R. Tobin.)

Mr. Sokol: I object to that. Let's have the specific occasions.

Trial Examiner Whittemore: I think we should have. He said there were occasions and you have cited one case.

Mr. Palmer: Yes.

Q. (By Mr. Palmer) Do you recall any other specific occasions?

A. Well, I could almost name any day in the week, and it would be true, but I can't honestly name any other specific occasion.

Q. During Mr. Reid's vacation, when Mr. Sellers handled some of his accounts for the week ending June 13, 1940, you said you thought 100 lines of Seller's production came from Reid's territory, but you did not state for the week ending June 20, 1940 the number of lines you thought came from Mr. Reid's territory. Do you wish to look—

A. I don't believe that 100 lines—

Q. You didn't say 100 lines?

A. No, I believe I said more than that, or I should have.

Q. Will you look at the record for the week ending June 13, 1940 and the week ending June 20, 1940? [676]

A. I guess I was right after all. I would say in the week ending June 20th that he had in the vicinity of a hundred lines, perhaps 150 lines from Reid's territory, and in the week ending June 13, 1940, I would say that he had another 150 lines.

(Testimony of J. R. Tobin.)

Q. And Mr. Reid's average production per week during that period was what, just roughly? The average before he went on vacation was what for Reid?

A. Let's see. His production the week before he started on his vacation was 1740 lines.

Q. And the week before that?

A. 2095 lines.

Q. Now, this first discharge of Mr. Lugoff in 1938 was made by you? A. Yes, sir.

Q. When you left on your vacation—well, I think that is in the record—but when did you leave on your vacation, in reference to that discharge?

A. On the day that he was discharged.

Q. On the day that he was discharged. Prior to leaving, did you know anything about his going to my office? A. No, I didn't.

Q. When did you first learn that he had gone to my office?

A. When I returned from my vacation.

Q. All the time during your vacation you did not know that [677] he was back on the job?

A. No.

Q. Was Mr. Lugoff, when he was employed by the Citizen-News permitted to have an automobile accounts in his territory? A. Yes, sir.

Q. How was that determined, whether or not he could have them? A. By myself.

Q. Reference has been made to the Boulevard Loan Company, the Dalton Loan Company and

(Testimony of J. R. Tobin.)

Donaldson's. Were they at any time classified advertisers in the Citizen-News?

A. Yes, they were.

Q. And were they classified advertisers during the year 1940?

Mr. Sokol: Just a moment.

Q. (By Mr. Palmer) (Continuing) Prior to Mr. Lugoff's leaving?

Mr. Sokol: I object to that. The records will be the best evidence.

Mr. Palmer: No better than his knowledge, if he recalls.

Mr. Sokol: I object to it. The records are the best evidence.

Trial Examiner Whittemore: Well, to the best of his knowledge, let him answer.

The Witness: Would you repeat that? These three companies were—— [678]

Q. (By Mr. Palmer) Were any one or more of these three companies advertising in the Citizen-News in the year 1940, prior to Mr. Lugoff's discharge?

A. No, to the best of my knowledge, they were not.

Q. Were those concerns in business in 1940, prior to Mr. Lugoff's discharge?

A. Well, I am certain that Dalton's and Boulevard Loan Company was. I am not sure whether Donaldson was or not.

(Testimony of J. R. Tobin.)

Q. Were they accounts, the solicitation of which Mr. Lugoff *the* right? A. Yes, sir.

Q. They were within his assignments?

A. Yes, sir.

Q. Which he could at any time during that period have solicited? A. Yes, sir.

Q. Is that the type of account which you referred to as a Money to Loan account?

A. Yes, sir.

Q. As being among the better type of accounts?

A. Yes, sir.

Q. Are there any real estate concerns in the territory which was assigned to Mr. Lugoff, or were there any during the time he worked for the Citizen-News?

A. Yes, there were any number of them.

Q. When you say "any number"— [679]

A. I mean a great many.

Q. —that doesn't mean anything to me.

A. There were a great many.

Q. Were there 20 or 30, or 40, or 10?

A. Oh, I would say between 75 and 100.

Q. Between 75 and 100 real estate accounts—

A. Yes, sir.

Q. —within the territory assigned to Mr. Lugoff?

A. Yes, sir.

Q. And within his assignments he had the right to solicit any of those real estate concerns?

A. That's true; that is, any of those that the girl in the phone room that had that classification,

(Testimony of J. R. Tobin.)

any that she happened to be running, the phone room and the outside room worked in competition with each other.

Q. That is what I thought. I wanted to straighten that out. If the girl in the phone room had a real estate account that she was handling over the telephone, that Mr. Lugoff was not permitted to solicit that account? A. That's true.

Q. Was any information given out so Mr. Lugoff would know whether or not there were accounts being handled by the phone girl that was within his territory? How would he know that he wasn't to solicit a particular account?

A. He had access to what we call the marked paper, which shows [680] to whose credit each piece of advertising is run.

Q. Did you mark a paper each day?

A. Yes, sir.

Q. And that was left in the classified department? A. Yes, sir.

Q. And against each ad the name of the person creditable with that ad was placed?

A. Yes, sir.

Q. After you eliminated the number of real estate accounts which the phone girl might have in Mr. Lugoff's territory, were there then any real estate accounts open to his solicitation?

A. I would say there were at least 60.

Q. And the real estate accounts are also among those which you classified as better accounts?

(Testimony of J. R. Tobin.)

A. Yes, sir.

Q. As to apartment house accounts, were there any apartment houses in Mr. Lugoff's territory?

A. Yes, there were a great number of apartment houses in his territory.

Q. Did the same rule apply to them as to real estate, that if the phone girl had the account it was not eligible for his solicitation?

A. Yes, sir.

Q. But if the phone girl did not, it was eligible for his solicitation? [681] A. Yes, sir.

Q. How many eligible apartment house accounts do you believe were in Mr. Lugoff's territory, roughly? I don't care for it exactly.

A. Well, I would say there were 150, but I would qualify that by saying that they were not all eligible for Lugoff to call on.

Q. My question was: eligible for Mr. Lugoff to call on. A. Oh, I would say a hundred.

Q. And not less than 75?

A. Not less than 75, no.

Q. At the time that you employed Miss McKellar to solicit advertisements in automobile row in downtown Los Angeles, was Mr. Allen at that time producing automobile accounts from said automobile row?

A. We may have been running one or two.

Q. After you employed Miss McKellar, did the number of automobile row advertising accounts increase? A. Yes, sir.

(Testimony of J. R. Tobin.)

Q. The Where To Dine accounts were open for the solicitation of Mr. Lugoff? A. Yes, sir.

Q. In respect to territory, should the lineage produced in that territory assigned to Mr. Lugoff have been higher than the lineage produced in the assignments to Allen and McKellar? [682]

A. Yes, it should have.

Q. And why?

A. Because there were so many prospective advertisers in Lugoff's territory, which is practically the center of our circulation, and, of course, those professional advertisers were practically all dealing, in the case of real estate, in Hollywood real estate or San Fernando Valley real estate, whereas a real estate concern down town might primarily be interested in downtown real estate or some place over in the Northwest—Northeast, rather.

Q. In assigning the automobile accounts to Mr. Reid, did you do so because of the confidence that he was the logical and the best man to handle those accounts?

A. That's the reason it was done.

Q. Do you still believe that he did, while Mr. Lugoff was there, produce more lineage than Mr. Lugoff would have produced from those accounts?

A. Yes, sir.

Q. Do you believe that there is a difference in salesmen— A. Yes, sir.

Q. —in their productive capacities?

A. Yes, sir.

(Testimony of J. R. Tobin.)

Q. Did you ever make inquiry as to anybody's membership or lack of membership in a union?

A. No, sir. [683]

Q. At the time of Mr. Lugoff's last discharge, when was the first that you learned about it?

A. About his last discharge?

Q. His last discharge.

A. On the Saturday morning that he was discharged.

Q. Now, Mr. Lugoff came in to see you on Monday morning? A. Yes.

Q. The following Monday morning?

A. That's true.

Q. Did he at that time state to you in effect that "this is as much of a surprise to you, as it is to me"? A. He did not.

Q. And it was not a surprise to you on Monday morning?

Mr. Sokol: Just a moment. I object to that as leading and suggestive, and calling for the conclusion of the witness.

Mr. Palmer: I will withdraw the question.

Q. (By Mr. Palmer) do you know who did discharge Mr. Lugoff? A. Yes.

Q. Did Mr. Lugoff tell you—— A. No.

Q. —or did Mr. Young tell you? A. Yes.

Q. There was nobody among the four outside salesmen that had a lower base rate of pay than Mr. Lugoff, was there? A. No. [684]

(Testimony of J. R. Tobin.)

Q. Nobody was paid less than a cent and half a line and less than one cent an ad? A. No.

Q. And nobody paid less than a \$10.00 base? A. No.

Q. And some of the salesmen were paid more than that? A. That's true.

Q. I think I went into that sufficiently on direct. Do you believe that Mr. Lugoff applied 90 per cent work to his job?

Mr. Sokol: That is objected to.

The Witness: No, I do not.

Mr. Sokol: Just a moment. Pardon me.

Trial Examiner Whittemore: No.

Mr. Sokol: Is that overruled, or what was the ruling?

Trial Examiner Whittemore: I will sustain the objection to that.

Mr. Sokol: May the answer be stricken?

Trial Examiner Whittemore: It may be stricken.

Q. (By Mr. Palmer) To your knowledge, did Mr. Lugoff put in his full time on his working days on his job?

Mr. Sokol: Objected to. No foundation laid.

Trial Examiner Whittemore: I will permit the witness to answer that question.

The Witness: Will you repeat that? [685]

(The question was read.)

The Witness: He did not.

Q. (By Mr. Palmer) Did anybody recommend Mr. Sellers to you for Mr. Lugoff's job?

(Testimony of J. R. Tobin.)

A. Yes.

Q. Who was that? A. Young. I might—

Q. Did you consider any other possibilities at that time? A. I asked for him myself.

Q. You asked Mr. Young for Sellers?

A. That's true.

Q. Had Mr. Sellers asked you for the job?

A. No, sir.

Q. How long after Mr. Lugoff left was his position filled?

A. Well, I believe Sellers started in the classified department a week or perhaps two weeks after Lugoff left.

Q. During the week following his leaving, you then considered people to take Mr. Lugoff's place?

A. No. I had decided, I believe, on Monday or Tuesday morning.

Q. You didn't take the week? A. No.

Q. You took a day or two? A. That's true.

Q. It is not necessary that a person—or, required that a [686] person have outside experience, other experience, before you will accept them as classified solicitors? A. No, sir.

Q. Did you know how long Mr. Sellers had worked on the paper before?

A. No, I didn't.

Q. Had he worked more than a year?

Mr. Sokol: He said he didn't know. Pardon me. I object to the question.

(Testimony of J. R. Tobin.)

Mr. Palmer: He could know the answer to the last question and not know the answer to the first.

Trial Examiner Whittemore: Ask him then if he knew. He said he didn't know how long he had been there, in answer to the first question.

Mr. Palmer: Yes.

Trial Examiner Whittemore: I will sustain the objection to the last question as put. Your last question was: Had he worked more than a year?

Mr. Palmer: Yes. I will ask him this way:

Q. (By Mr. Palmer) Do you know whether or not he had worked there longer than a year?

A. Yes, I know he had worked there longer than a year.

Mr. Palmer: That is all. Just a minute. Go ahead.

Recross Examination

Q. (By Mr. Sokol) Most of these apartment houses in [687] Hollywood, or certain of them, these mortgage houses control them and those ads for those people are handled by the down town people, or were?

A. Some of them were, yes.

Q. That is, Allen or McKellar? They were handled by either one of those people you had downtown?

A. No. To the best of my recollection, most of them were handled by the girl that had that classification in the phone room.

Q. When you found out that Allen didn't get

(Testimony of J. R. Tobin.)

these automobile row ads, and after you discovered that McKellar was able to get them, did you fire Allen at that time?

A. No. I hadn't assigned him, in the first place, to automobile row in the downtown area. He had a general assignment in the city.

Q. He had the whole territory, though?

A. That's true.

Q. Did you play the marble machine too?

A. Yes, I have played it a few times.

Q. And during working hours, isn't that right?

A. No, that is not correct.

Q. What? A. That is not true.

Q. When did you play the marble machine?

A. Well, I will tell you the usual practice. It has been so [688] long ago—

Q. So you don't remember just when you played it, is that right? A. Yes, that's it.

Q. Well, at this time when you witnessed Lugoff—

Mr. Sokol: Pardon me. May this be off the record?

Trial Examiner Whittemore: Well, what do you mean, off the record?

Mr. Sokol: All right. I will go ahead.

Trial Examiner Whittemore: You are putting your question to the witness and it certainly should be on the record.

Q. (By Mr. Sokol) Now, at this time when you

(Testimony of J. R. Tobin.)

witnessed his playing the marble machine for an hour and a half, when was that?

A. I think that was around the latter part of 1939.

Q. Is that about the time you were indulging in the marble habit yourself? A. No.

Q. You were playing the marble machine that year, weren't you? A. No.

Q. Well, what time of day was this?

A. I believe it was about a quarter after nine in the morning.

Q. You stood right there and watched him?

A. No.

Q. Well, how do you know he played for an hour and a half? [689]

A. As I say, I walked around the corner and stayed there and learned all about shoes.

Q. You learned all about shoes?

A. I watched the section there, and watched for Lugoff to come out of the barber shop, and it was an hour and twenty minutes before he came out.

Q. What did you say to him?

A. I didn't say a word to him at that time.

Q. When did you say anything to him?

A. I think later on that day.

Q. The same day? A. Yes.

Q. Did you report the incident to anyone?

A. No. Not at that time, no.

Q. When did you?

(Testimony of J. R. Tobin.)

A. I don't believe I ever did tell anyone, report that incident to anyone at all.

Q. Has Mr. Young ever sold classified ads?

A. I don't know whether he has or not.

Q. That is all. Oh, there is just one thing further: The Boulevard Loan, those loan ads were handled by the downtown territory salesman, isn't that right? A. No, that isn't right.

Q. What? A. That isn't right. [690]

Mr. Sokol: That is all.

Trial Examiner Whittemore: Any other questions?

Redirect Examination

Q. (By Mr. Palmer) Do the downtown sales people handle any loan accounts?

A. Yes; yes.

Q. What have you assigned to them in the way of loan accounts? What have you assigned to the downtown salesmen, McKellar and Allen?

A. Well, at the present time Allen is running a Money to Loan account that has an office in Hollywood, and the advertising is placed downtown.

Q. Accounts that are placed downtown for Hollywood institutions would be assigned or were assigned to the downtown salesmen?

A. Not necessarily, no.

Q. Well, this account you spoke about, about Mr. Allen's handling, what caused you to assign that to Mr. Allen?

Mr. Sokol: He didn't say he assigned it to Allen.

(Testimony of J. R. Tobin.)

Q. (By Mr. Palmer) Was he handling it when Mr. Lugoff was there?

A. I don't believe the account was running when Mr. Lugoff was there. I am not sure of that.

Mr. Palmer: I will withdraw the question. That is all. [691]

Recross Examination

Q. (By Mr. Sokol) That account is one that was in Lugoff's territory, and they placed the ad through downtown, is that it? A. That's true.

Mr. Sokol: That is all.

Q. (By Trial Examiner Whittemore) Did you ever reprimand Lugoff for playing the pin ball game? A. Yes, sir.

Q. Did you tell him to stop? A. Yes, sir.

Q. Did you threaten to discharge him if he didn't stop? A. Yes.

Q. Did he stop? A. No, sir.

Mr. Sargent: What was that last question?

(The record was read.)

Q. (By Trial Examiner Whittemore) Why didn't you discharge him?

A. Well, I kept thinking all the time that he would stop. I might say that in the last three or four months he was there, he didn't play quite as much as he had previous, but still played considerably.

Q. How do you know? Do you follow him around eight hours a day?

A. No, but I have occasion to walk up and down

(Testimony of J. R. Tobin.)

Wilcox Avenue [692] quite often, and the two places that he played at, to my knowledge, were on that street.

Q. Those are the only places of pin ball games?

A. I say the two places that he played at most were on, I believe, that street.

No, I never went around looking for him.

Q. Over how long a period had you seen him playing pin ball games?

A. Well, I believe from about the first part of '38.

Q. And from then on up until the time of his discharge in 1940? A. Yes, sir.

Q. Do you recall about when it was you first threatened him with discharge if he didn't stop?

A. I believe it was in May or June of '38.

Q. And nearly two years went by and still—

A. No, '38.

Q. Still you didn't discharge him?

A. No. I said he first started in '38, '39 and '40.

Q. But I thought you said you first reprimanded him in April or May of 1938? A. '38, yes.

Q. And you discharged him in 1940?

A. No, I discharged him in August, 1938.

Trial Examiner Whittemore: I am referring to his final [693] discharge. He was finally discharged in 1940.

Mr. Palmer: If your Honor will recall, the witness testified he did not discharge him in 1940.

(Testimony of J. R. Tobin.)

Trial Examiner Whittemore: But he was discharged?

Mr. Palmer: Yes, he was discharged.

Trial Examiner Whittemore: Well, the witness testified that all during this time the witness had seen him, and what I am wondering is with this breach of discipline or orders given to the man, why he didn't discharge him, and I am asking him that.

The Witness: To be real frank with you, I should have discharged him. He should have been discharged before he was.

Q. (By Trial Examiner Whittemore) Did you ever report this to Mr. Palmer? A. No, sir.

Q. Did you ever report it to Young?

A. Yes, sir.

Q. What did Young tell you to do?

A. Well, he said to keep after him and see if we couldn't get him to work harder, so he would produce more lineage.

Q. Did you ever see him asleep in a car?

A. No, sir.

Trial Examiner Whittemore: That is all.

Redirect Examination

Q. (By Mr. Palmer) Did you ever see him asleep in the office? [694]

A. Well, I wouldn't exactly say asleep.

Q. Just answer "no" then. A. No.

Q. You did discharge Mr. Lugoff in August 1938, and the publisher overrode your discharge?

(Testimony of J. R. Tobin.)

A. Yes, sir.

Q. Did the publisher ever tell you the reasons for overriding your discharge? A. Yes, sir.

Q. When did pin marble games stop operating in the City of Los Angeles? A. I don't know.

Q. Well, they are not operating now?

A. No; most of them aren't.

Q. How?

A. No, they are not operating now.

Q. And you don't know when they stopped?

A. No.

Mr. Palmer: That is all. [695]

T. HARWOOD YOUNG,

a witness called by and on behalf of the respondent, having been previously duly sworn, was examined and testified as follows:

Direct Examination [698]

Q. Was Frank Gilman at one time employed by the Citizen-News? A. Yes. [701]

Q. In what capacity?

A. He was a credit supervisor, and assistant to Mr. Smith, credit manager.

Q. Did he supervise any particular classification of credits?

A. Well, the one where I would contact him most was in the markets, handling of the retail accounts, primarily the markets.

(Testimony of T. Harwood Young.)

Q. Mr. Smith was the credit manager?

A. Yes, sir.

Q. Is Mr. Gilman now in the Citizen-News employ? A. No.

Q. Did he resign or was he discharged?

Mr. Sokol: That is objected to as immaterial.

Mr. Palmer: I think it is material. I wouldn't even bring it up, your Honor, and perhaps we do get into a lot of little things, and I have been trying to keep away from as many of them as possible, but the testimony of Mr. Lugoff, it seemed to me, in reference to a question as to Mr. Gilman was offered for the sole purpose of trying to prove that Mr. Gilman was a representative of management and favored by the management, and because he was not a member of the Guild. Mr. Lugoff——

Trial Examiner Whittemore: I recall that.

Mr. Palmer: Mr. Lugoff later testified that Gilman was not a member of the Guild, and now I am offering to prove that the Citizen-News exercised its right to fire non-Guild members, [702] as well as Guild members.

Mr. Sokol: Oh, I will withdraw my objection.

Trial Examiner Whittemore: All right.

The Witness: I will have to get the question.

Mr. Palmer: Will you read the question?

(The question was read.)

The Witness: He was discharged.

Q. (By Mr. Palmer) At the time that Mr. Gil-

(Testimony of T. Harwood Young.)

man was discharged, was Dwight Moulin discharged? A. Yes.

Q. Did you ever hear anything about Mr. Lugoff's circulating any petition among classified employees, which petition requested the Newspaper Guild to bargain for the classified employees?

A. At what time?

Q. At any time. A. In this room, yes.

Q. No, prior to this trial did you ever hear of it? A. No.

Q. You were present in this room while Mr. Lugoff testified— A. Yes.

Q. —about his circulating first a petition—

A. Yes, I heard that.

Q. —and then a copy of a contract drawn along the lines of the Herald Express contract? [703]

A. Yes, I heard some questioning on that point.

Q. And then again another petition?

A. Yes.

Q. Prior to coming into this court room, had you ever heard about any of those activities?

A. No.

Q. You did have a conversation with Mr. Lugoff prior to July 1, 1939, in reference to increasing the guarantee for classified sales people?

A. Yes.

Q. The basic weekly guarantee? A. Yes.

Q. And in connection with those conversations, a weekly guarantee of \$24.00 was determined upon?

A. That's right.

(Testimony of T. Harwood Young.)

Q. Do you recall any conversation with Mr. Lugoff in reference to the guarantee? A. Yes.

Q. Will you relate the conversation?

A. I told Mr. Lugoff that an arrangement for a guarantee had been made, and that people working under that guarantee would be expected to hold to earnings in line with them.

Q. Did Mr. Lugoff make any comment in reference to that?

A. I put it as a question on that, if he understood that and if that was agreeable, and he assented that that was a [704] reasonable position in relation to the guarantee.

Q. You say he assented. Do you recall anything that he said?

A. To the best of my recollection, in that respect it was just a nodding assent, that that was reasonable. I don't recall a specific comment.

Q. The question was asked—

Mr. Palmer: Your Honor, I am trying to pick out a few small ones before lunch. It is about 12:00—

Trial Examiner Whittemore: All right.

Q. (By Mr. Palmer) The question was asked of Mr. Tobin by Mr. Sokol whether or not you ever sold classified ads. I don't know whether you ever did or not, Mr. Young, but did you?

A. I have never sold them solely. In the earlier days there were occasions when I had to contact all

(Testimony of T. Harwood Young.)

classes, and I will probably receive some today that come around on a complaint, or something of that sort, but that is not selling, that is receiving them.

Q. Well, you spoke about the early days. In the early days of the Citizen-News——

A. That's right.

Q. —you sold about everything, didn't you?

A. Yes, classified and display, and whatever it was.

Q. Both classified and display? A. Yes.

Q. And prior to coming to the Citizen-News?

[705]

A. Yes.

Q. Which, as you say, was about 20 years ago?

A. Yes.

Q. Did you have any newspaper experience then?

A. Well, that's all I had ever done in college, and later with a small town daily, in which the situation was similar, of selling both classified and display.

Q. You had sold classified?

A. Yes, a little, on a small city daily.

Q. Together with display advertising on that paper? A. That's right. [706]

HARRY A. HAAS,

a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Palmer) What is your name, please?

A. Harry A. Haas, H-a-a-s.

Q. Where are you employed, Mr. Haas?

A. Bank of America, Hollywood main office, 6331 Hollywood Boulevard.

Q. That is the office at Hollywood and Ivar?

A. That's correct.

Q. Have you brought with you, in response to a subpoena, the bank records pertaining to any loans made by Leonard Lugoff during the year 1938?

A. I have.

Q. May I look at those records?

A. That is the applications, and the payment records. [708]

(Handing documents to counsel.)

Q. What are these others? Are they duplicate records?

A. They are duplicate records I made in case.

Mr. Sokol: May we go off the record?

Trial Examiner Whittemore: Off the record.

(Discussion off the record.)

Trial Examiner Whittemore: On the record.

Q. (By Mr. Palmer) You don't mind leaving the copies?

(Testimony of Harry A. Haas.)

A. No, but I would like to have a memorandum that I left the copies of the record.

Mr. Palmer: Oh, yes.

Mr. Sokol: Can we stipulate to save time?

Mr. Palmer: Yes.

Mr. Sokol: What do you want to prove by these, and I will just stipulate?

Mr. Palmer: That on the——

Mr. Sokol: August 25th was the date—no, pardon me.

Mr. Palmer: That on the 27th day of July, 1938 Mr. Lugoff made a loan with the Bank of America in the sum of \$165.

Mr. Sokol: Is that all you want?

Mr. Palmer: Yes.

Mr. Sokol: This is still off the record?

Trial Examiner Whittemore: Off the record.

(Discussion off the record.) [709]

Mr. Sokol: Now, may we go on the record?

Trial Examiner Whittemore: Yes.

Mr. Sokol: It is stipulated between the parties that on July 27, 1938 Mr. Lugoff made a loan from the Bank of America in the total sum of \$165; that in addition to that loan on that date there was outstanding from a previous loan the sum of \$32.50.

Mr. Palmer: So stipulated.

Trial Examiner Whittemore: What was the date of the original loan on which there was a balance?

Mr. Sokol: That was previous.

The Witness: June 18, 1938.

(Testimony of Harry A. Haas.)

Mr. Sokol: Then I will correct the stipulation to say: With an additional sum of \$32.50, which was due them on that date from a previous loan made—

The Witness: June 18th.

Mr. Sokol: —June 18th, 1938.

Mr. Palmer: In the sum of \$45.00.

Mr. Sokol: In the sum of \$45.00.

Trial Examiner Whittemore: Thank you.

Mr. Sargent: And that those were the only indebtedness of Mr. Lugoff—

Mr. Sokol: Yes.

Mr. Sargent: At the Bank of America on that date.

Mr. Sokol: Yes. [710]

The Witness: That is it.

Mr. Palmer: I would like to ask the witness a question. Were you asking the witness that question?

Mr. Sargent: No, that is a part of the stipulation.

Q. (By Mr. Palmer) Then I will ask the witness: on that date of July 27th, that was all of Mr. Lugoff's indebtedness at the bank?

A. So far as our records indicate, yes.

Q. The \$165 loan was an automobile loan, loaned with an automobile as security?

A. That's correct.

Q. And the \$45 loan, was that secured or unsecured?

(Testimony of Harry A. Haas.)

A. That is an unsecured personal loan.

Mr. Palmer: All right. You may take the witness.

Cross Examination

Q. (By Mr. Sokol) Do you know the amount, from your records, that Mr. Lugoff applied for on that date, July 27, 1938?

A. That raises a question. Do you want the actual loan amount?

Q. No, here is what I mean: If a man comes into the bank and says "I want so much money," the bank says "What collateral do you have" and if the collateral is not sufficient to cover the amount which he asks for, some other arrangement may be made.

Now, do you know what amount he asked for originally? [711] Does your record show that?

A. No, our records only show the amount given to him.

Mr. Palmer: Haven't you an application for a loan before you?

The Witness: Yes.

Mr. Palmer: And what was the application for a loan for?

The Witness: In the amount of \$132.66.

Mr. Palmer: \$132.66?

The Witness: That's correct.

Q. (By Mr. Sokol) That means simply that that is all the bank would loan on the automobile; is that right?

A. No, not necessarily.

Mr. Sokol: That is all.

(Testimony of Harry A. Haas.)

Redirect Examination

Q. (By Mr. Palmer) The application was for \$132.66? A. Yes, sir.

Q. How did it happen that the loan was made for \$165?

A. The addition of insurance and interest.

Mr. Palmer: I see. That is all.

Mr. Sokol: That is all.

Trial Examiner Whittemore: That is all.

Mr. Palmer: Oh, just one moment.

Q. (By Mr. Palmer) What was the date of the payment of the \$45 note?

A. What do you mean, the date of the payment?

[712]

Q. The final payment on it?

A. August 19, 1938.

Q. What was the final payment made at that time? A. \$25.

Mr. Sokol: The final payment on what, on the previous loan?

The Witness: On the \$45 loan.

Mr. Palmer: That is all.

The Witness: Pardon me, your Honor. Is it necessary for me to remain?

Trial Examiner Whittemore: I think not.

Mr. Palmer: No. You are allowed to take all your records.

The Witness: Thank you very much.

Mr. Sokol: Would the Examiner want—I don't believe that any rebuttal is necessary—but I think

(Testimony of Harry A. Haas.)

there has been an implication left in the record, in that Mr. Lugoff testified that he got \$300 from the Bank of America, and I can put Mr. Lugoff on on this phase of it right now, if you desire.

Trial Examiner Whittemore: Why don't you wait until they rest?

Mr. Palmer: We object and suggest that we take it in order. The respondent is putting in its case now.

Trial Examiner Whittemore: If you think there is any implication in the record, you can straighten it out later.

Mr. Sokol: Very well. [713]

T. HARWOOD YOUNG,

a witness recalled by and on behalf of the respondent, having been previously sworn, was examined and testified as follows:

Direct Examination (Continued)

Q. (By Mr. Palmer) Mr. Young, do you recall an occasion in August 1938 to Mr. Lugoff coming into my office in reference to his discharge by Mr. Tobin? A. Yes.

Q. Did Mr. Lugoff at that time ask us to pay off an indebtedness of \$300 of his?

A. I don't have any recollection of it at that time.

(Testimony of T. Harwood Young.)

Q. Did he make any mention of a \$300 bank loan?

A. Not of any indebtedness that I know of, no.

Q. Did he mention the sum of \$300 at all?

A. Not to my recollection.

Q. Do you recall what was said at that time?

A. Mr. Lugoff said that he felt that an injustice had been done in reinstating five people, I believe it was, and letting him go, when he had stayed on during the strike. That was the substance of it. He thought that he should have been kept [714] on.

Q. And after his conversation he was reinstated?

A. That's right.

Mr. Palmer: That is all.

Cross Examination

Q. (By Mr. Sokol) 1937 was a banner year for the paper, wasn't it, in revenue?

A. I couldn't say, without the records.

Q. You have heard Mr. Tobin's statement about classified being very high that year? Don't you know that it was the biggest year for revenue?

Mr. Palmer: Let me ask: Did Mr. Tobin testify to that? The figures are here before the Court.

Mr. Sokol: I will withdraw that question.

Q. (By Mr. Sokol) What is your best recollection as to what was the best year since 1935?

A. I wouldn't want to speak from recollection.

Q. Well, you are the business manager of the paper. What is your best judgment on that?

(Testimony of T. Harwood Young.)

A. I would say it would go back to '29, possibly.

Q. I am talking since 1935. What has been the best year in revenue since 1935?

A. Well, I would say 1937 probably, but I am not in a position to say exactly without the records.

Q. Were you discharging Mr. Lugoff on account of economy in [715] August, 1938? Was his first discharge by Mr. Tobin on account of economy?

A. For a matter of production. I would say more a matter of attitude and production of the type of salesman. [716]

Q. You discharged both Guild people and non-Guild people, didn't you?

A. On what date?

Q. Since the strike? A. Yes.

Q. All right. Now, what non-Guild people did you discharge?

A. Well, there has been—as far as I know Moulin was not [719] a Guild member. As far as I know, Gilman was not a Guild member.

Q. Fisher was a Guild member, is that right?

A. That seemed to be the case. I don't know of my own knowledge that he was.

Q. Now, as to Moulin, you tried to get him another job, didn't you? A. Yes.

Q. After he was fired? A. Yes.

Q. And Gilman, you tried to get him another job? A. How is that?

(Testimony of T. Harwood Young.)

Q. You tried to get Gilman another job?

A. No, no.

Q. Do you know that the Judge tried to get him another job?

A. That may be. I am not aware of that.

Mr. Palmer: There has been no testimony on that.

Q. (By Mr. Sokol) Did you try to get Mr. Fisher another job?

A. I spoke to him about it, and he refused me rather abruptly as to anything of that sort.

Q. You spoke to him about what?

A. If I could be of any assistance in other organizations, and he rather abruptly refused it.

Q. How did you know that Moulin was not a Guild member?

A. I just said a moment ago, "as far as I know." I don't [720] whether he was or was not a Guild member.

Q. What leads you to the impression that he was not a Guild member?

A. Well, he was active in the work, on his work in the office during the strike, and I never saw him in any negotiation meetings.

Q. Does the same apply to Gilman?

A. Yes, I think so, in general.

Q. Then how about Fisher? He didn't strike and he didn't negotiate either, did he?

A. He attended negotiation meetings.

(Testimony of T. Harwood Young.)

Q. When?

A. I couldn't fix dates, but I saw him in a negotiation meeting.

Q. Can you name any specific date when Fisher attended any negotiation meeting, or can you tell us what the subject was?

A. I couldn't fix a date of a negotiation meeting, no.

Q. You mean when Fisher, when his complaint was registered, or when a complaint was registered about Fisher's discharge?

A. It might have been.

Q. Did Mr. Palmer ever instruct you to tell the staff anything about how to handle these union matters, or what part the staff was to play in that?

A. Well, he would generally issue instructions that he had himself, if he had an instruction. [721]

Q. He would issue them in writing?

A. Yes, I think in the main, and I am not quite clear as to your question.

Q. Well, did Mr. Palmer ever tell you what position you should take in regard to the organization of the employees in a labor organization?

A. Oh, that has been a fixed policy ever since I have been there, as to labor matters.

Q. When did he tell you that?

A. That has always been the position, that the matter of union membership or not was a matter of an individual employee's concern, ever since I

(Testimony of T. Harwood Young.)

have been there, and not a matter for us to enter into any determination of it.

Mr. Sokol: My question was—I move to strike that as not responsive.

Mr. Sargent: If the Court please, he asked for general instructions.

Mr. Palmer: And it is quite responsive.

Trial Examiner Whittemore: No, his question was the first time he learned of it. Can you answer the question? When did you first learn it?

Mr. Palmer: Learned what, your Honor?

Trial Examiner Whittemore: What the policy of the company was.

Mr. Sokol: Learned what the policy of the company was. [722] Let's get down to that.

You say it was in 1920?

The Witness: Well, in 1921 I had known that, I had been there a year, and prior to that no question had ever come up, and I knew it from that time on.

Q. (By Mr. Sokol) Did any question come up after that time?

A. What kind of a question?

Q. Concerning the right of any employee to join a labor organization?

A. There never *had any* change in the position from that time on.

Q. Then there was no occasion for it to come up after that; is that right?

(Testimony of T. Harwood Young.)

A. Well, I am just answering the question as to what the policy was.

Q. Let me make it very direct. Did Mr. Palmer ever give you any further instructions after 1921 with respect to the right of employees to join labor organizations?

A. I would have to answer that this way: Not by fixing a specific date, but the answer to that question always was the same. Does that answer?

Mr. Palmer: Always was what?

Mr. Sokol: Just a moment.

The Witness: Just that—

Mr. Sokol: Wait. I am asking the question. Mr. Palmer [723] isn't.

Trial Examiner Whittemore: Now, let the reporter read the question.

(The question was read.)

The Witness: The question—probably I could cite it this way: In office bulletins, which was an instruction generally that employees—

Q. (By Mr. Sokol) What office bulletins?

A. "Office Gossip." The employees had such a publication in the plant.

Q. I see.

A. That the policy of the office, and the reason I am not answering directly is I cannot fix any specific date as to a relationship between one person and another—

Q. Do you remember any specific time when

(Testimony of T. Harwood Young.)

Mr. Palmer told his supervisory staff or gave them instructions with respect to the rights of employees?

A. I remember in a meeting with the Typographical people, in which he outlined that position at one time. I am trying to get the specific dates for you in which that question was up, and it was outlined to the employees that it was always their privilege and right to do as they chose. [724]

Q. At any time since 1920 have you ever heard your publisher announce any stand against unions?

Mr. Sokol: Will you read that question?

(The question was read.)

The Witness: No.

Mr. Palmer: That is all.

Recross Examination

Q. (By Mr. Sokol) Have you ever heard any stand with respect to unions?

A. That the employee always had the right to bargain or to be a union member.

Q. When? When did you hear him say that?

A. It was printed in Office Gossip, and in any conversation of a specific case, it would always be the same answer. Trying to fix individual instances—it came up in negotiation meetings, for example, but fixing an individual exact conversation is something else, at a date and a time and an hour. [726]

HARLAN G. PALMER,

a witness called by and on behalf of the Respondent, having been previously duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Sargent) Judge Palmer, at the time when the strike in the summer of 1938 was terminated, were the terms of settlement reduced to writing? A. They were.

Q. And were those terms embodied in what has been called in the case here the strike settlement agreement? A. Thy were.

Q. Have you in your files a copy of that strike settlement agreement?

Mr. Sokol: Well, it is attached to the answer, isn't it? Isn't that it?

The Witness: There it is (indicating).

Q. (By Mr. Sargent) I show you what purports to be an agreement under date of July 30, 1938, between the Citizen- [729] News and the Los Angeles American Newspaper Guild, with the signatures, "Citizen-News Company, a corporation, by Harlan G. Palmer", original signature, and "Los Angeles Newspaper Guild, the local of the American Newspaper Guild by Philip M. Connelly, President," original signature, and ask you whether that is the original of the said settlement agreement?

A. That is our copy of the original. I think at the time that three copies were made. I am not sure,

(Testimony of Harlan G. Palmer.)

but I know at least two copies were made at the time, and that is our copy.

Mr. Sargent: Will counsel stipulate that Exhibit "A" of the answer is a copy of this strike settlement agreement?

Mr. Sokol: If you say it is, I will stipulate.

Mr. Sargent: I assume it is, because the copy was made in my office, but I don't want any question about it. Is it so stipulated?

Mr. Sokol: I will stipulate it is, and the union can check it later against your original.

Mr. Sargent: I don't want there to be any question about it. If there is any question, I would like to have it compared now.

Trial Examiner Whittemore: Compare that with the document now in evidence, which is a part of the answer.

Mr. Sokol: I will compare them later.

Trial Examiner Whittemore: Subject to subsequent check, you will now enter into that stipulation? [730]

Mr. Sokol: It is so stipulated.

Mr. Sargent: And I ask that Exhibit "A"—I offer Exhibit "A" in evidence.

Mr. Sokol: It is in evidence now.

Trial Examiner Whittemore: It is in evidence.

Mr. Sargent: It is because it is a part of the pleadings?

Trial Examiner Whittemore: Yes. I assume you

(Testimony of Harlan G. Palmer.)
offer it now as an exhibit in your behalf as evidence
of the fact?

Mr. Sargent: I do, but I would prefer not to put
Judge Palmer's original in the record. I would
prefer to have it taken from the answer.

Trial Examiner Whittemore: The text is the im-
portant thing, and the fabric of the document isn't
the question. It is the text that is the question.

Mr. Sargent: Well, I now offer Exhibit "A" of
the answer in evidence as being an exact copy of
the original of the strike settlement agreement.

Trial Examiner Whittemore: It isn't necessary.
The stipulation covers that.

Mr. Sargent: It is so stipulated, Mr. Sokol?

Mr. Sokol: Yes.

Mr. Sargent: All right.

Q. (By Mr. Sargent) At the same time was
there entered into a so-called working agreement
with the Guild, Judge Palmer?

A. There was the Guild contract, what we called
the Guild [731] contract for the current year.

Mr. Sargent: Have you a copy of that agreement
here?

Will counsel for the Board stipulate that a copy
of that agreement may be received as an exhibit
and supplied within the next 24 hours?

Mr. Sokol: Oh, sure.

The Witness: Have you looked over your file,
Mr. Sargent, to see if you have it?

(Testimony of Harlan G. Palmer.)

Mr. Sargent: I don't have what resembles an original. I have a scribbled copy.

The Witness: We will have it in the morning, if it isn't here.

Q. (By Mr. Sargent) Did the Guild working agreement have a clause providing against economy dismissals prior to any date? A. Yes, sir.

Q. What was the provision?

A. The provision was that there were to be no dismissals for economy reasons prior to January 1, 1939.

Q. That is right, 1939. How many contracts have you signed with labor unions during the last three years, that is, 1937, 1938, 1939 and 1940?

Mr. Sokol: That is objected to.

Trial Examiner Whittemore: What is the materiality of that? As showing he is an expert in signing contracts? [732]

Q. (By Mr. Sargent) I will put the question this way: How many contracts has the Citizen-News entered into with labor unions during the years 1937, 1938, 1939 and 1940?

Mr. Sokol: The same objection. You have got three in there with the Guild. What more do you need?

Trial Examiner Whittemore. There is only one labor organization involved. I have no objection to your asking him how many he has with the labor organization here involved, but I don't see where

(Testimony of Harlan G. Palmer.)

it would be material in so far as other organizations are concerned.

Q. (By Mr. Sargent) Have contracts been entered into by the Citizen-News and the Guild ever since the working contract with the Guild of July 30, 1938? A. Yes, sir.

Q. Do you know how many have been entered into?

A. Two since the first; a total of three, the current one expiring July 1, 1941.

Q. Do you remember when the current contract was entered into?

A. I believe about August 1st; I think the latter part of July or August 1st. I think we went over July 1st in the negotiations. That is only my recollection.

Q. I show you what purports to be an agreement signed the 31st day of July, 1940, between the Guild and the Hollywood Citizen-News, and ask you if that refreshes your recollection.

(Handing document to witness.) [733]

Mr. Sokol: May we go off the record?

Trial Examiner Whittemore: Off the record.

(Discussion off the record.)

Trial Examiner Whittemore: On the record.

The Witness: Well, that is the copy to which reference has been made and it bears date the 31st day of July, 1940.

Q. (By Mr. Sargent) This contract was entered

(Testimony of Harlan G. Palmer.)

into between the Citizen-News and the Guild following the discharges which are the subject matter of this litigation? A. Yes, sir.

Q. Who provides for the writing or who prepares any statement from the management in the sheet called "Office Gossip" in the Citizen-News?

A. Well, if I have any announcement to make, I prepare that, but, of course, the whole publication is what its name implies, because it contains news which goes to all the employees about other employees in the institution.

Mr. Sargent: Will you mark that, please?

(Thereupon, the document referred to was marked as Respondent's Exhibit 14, for identification.)

Q. (By Mr. Sargent) I show you Respondent's Exhibit 14, for identification, and ask you whether that is a copy of "Office Gossip" under date of April 1, 1940? A. Yes, sir.

Q. What circulation did that copy of "Office Gossip" have? [734]

A. Well, a copy of "Office Gossip" each week is given to each employee of Citizen-News.

Mr. Sokol: Well, the question was as to this particular one.

Q. (By Mr. Sargent) And was that true as to this one? A. As to that one, yes, sir.

Q. Who wrote what is entitled "Notice" as follows:

(Testimony of Harlan G. Palmer.)

“The management has always recognized and will continue to recognize the right of its employees to join or not to join a union”?

A. I did.

Q. Who wrote the sentence:

“The management has always recognized and will continue to recognize the right of its employees to bargain collectively through representatives of its own choosing”?

A. I did.

Q. Who wrote the sentence:

“The management has always recognized and will continue to recognize the right of its employees to express as their own their views in reference to unions”?

A. I did.

Q. Who wrote: “No person, however, has the authority, expressed or implied, to express for the management any view [735] contrary to the above”?

A. I did.

Mr. Sargent: I offer this in evidence.

Mr. Sokol: May I take the witness?

Trial Examiner Whittemore: Yes.

Mr. Sokol: Did you actually see it circulated to anybody?

The Witness: No, Mr. Sokol. I can base my testimony, however, on the general routine and practice of the office.

(Testimony of Harlan G. Palmer.)

Mr. Sokol: I object to it on that ground.

Q. (By Mr. Sargent) What is the general practice and custom of the office with regard to these weekly sheets of "Office Gossip"—entitled "Office Gossip"?

A. That a copy is given to each person with his payroll check.

Q. Was that done, so far as you know, with regard to this exhibit, Respondent's Exhibit 14, for identification?

A. I am just as sure that they got that as that they got their payroll checks, and I think I would have heard about it if they hadn't gotten their payroll checks.

Mr. Sargent: I offer it again.

Trial Examiner Whittemore: Do you withdraw your objection?

Mr. Sokol: Well, since it is entitled "Gossip", I don't think it could be taken seriously.

Q. (By Mr. Sargent) Is "Office Gossip" the title which is given to these sheets which are given out each week? [736] A. Yes, sir.

Q. This title was no different than any other title for the sheet? A. No, sir.

Trial Examiner Whittemore: It may be received.

(Thereupon, the document heretofore marked as Respondent's Exhibit 14 for identification, was received in evidence.)

(Testimony of Harlan G. Palmer.)

RESPONDENT'S EXHIBIT 14

OFFICE GOSSIP

Monday, April 1, 1940

NOTICE

The Management has always recognized and will continue to recognize the right of its employees to join or not to join a union.

The Management has always recognized and will continue to recognize the right of its employees to bargain collectively through representatives of its own choosing.

The Management has always recognized and will continue to recognize the right of its employees to express as their own their views in reference to unions.

No person, however, has the authority, expressed or implied, to express for the management any view contrary to the above.

SPECIAL MENTION

Marie Speer broke some kind of a record when she had forty-three rental advertisements last Thursday. This is the largest number of ads to be taken over one station the classified telephone room in one day.

Around the Office: . . . A sprained ankle kept Elvera Lovell at home the latter part of the week. She is expected back today. . . . The Kyrle Barretts

(Testimony of Harlan G. Palmer.)

moved into their new North Hollywood home last week. It is on Morella Street close to Oxnard. . . . Helen Grizzle has been honored with the Presidency of the Hollywood Business and Professional Womens Club. The Club holds its meetings the second Thursday of each month at the Athletic Club. Helen will be installed at the next meeting. . . . Otis Needles hooked five yellowtail with the help of Bert Fisher who fed them most of the time. The two drove to San Diego for the trip. . . . Dick Tobin is taking the train down this Wednesday to try his luck with the rod and reel. . . . Yesterday's storm sort of messed up the alleged fishing party on Lake Henshaw. Large waves tossed the Bill Pardees up on an island when their motor went dead and marooned them until late in the day. Mr. Young and Thayne managed to make it ashore. Everybody got soaked and refuses to talk about the catch. . . . A baby son arrived for the Jim Wagners last Friday morning. This makes it a boy and a girl for them. . . . Ford Dixon, recently in the circulation dept., is to be married this coming Saturday evening at the Wee Kirk of the Heather. . . . The Harold Hubbards barely escaped having their necks badly wrenches when a woman driver plowed into them in the rear. She knocked them clear across the street, smashed the rear end of the car and then gave them the devil for slowing up. . . . Frank Epstein is seriously conisdering a new home in the valley. Clarence Braxdale is assisting him and the

(Testimony of Harlan G. Palmer.)

deal will probably be made through one of our advertisers. . . . Bob Sunderland was recently seen at Palm Springs with a very lovely blonde. Bob nearly walked on the toes of one of the office department heads but was too busy "honey babying" his sweetie to notice him. The dept. head says Bob sure knows how to give 'em the rush act. . . . Zuma Palmer planes out Saturday evening for Miami where she will spend a two or three week vacation. Viola Swisher will handle the radio feature during her absence. . . . Joe Brown would appreciate it if the office gals would please quit pestering him for the diet that brought the seat of his pants in six inches and his weight down more than 30 pounds. . . . Frank Cornelison bowled a 216 Thursday night. The beauty of it, according to the only eye witness, was that he had either a strike or a spare in every frame. . . . Clarence Braxdale and Pat Killoran were interviewed over K. F. W. B. Saturday night by E. W. Elmore of the George Pepperdine Foundation on what to do and what to see in Hollywood.

Mr. Sargent: Will you mark this, please?

(Thereupon, the document referred to was marked as Respondent's Exhibit 15, for identification.)

Q. (By Mr. Sargent) I show you Respondent's Exhibit 15, for identification, and ask you what that purports to be?

(Handing document to witness.)

(Testimony of Harlan G. Palmer.)

Mr. Sokol: I object to it on that ground.

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(Testimony of Harlan G. Palmer.)

moved into their new North Hollywood home last week. It is on Morella Street close to Oxnard. . . . Helen Grizzle has been honored with the Presidency of the Hollywood Business and Professional Womens Club. The Club holds its meetings the second Thursday of each month at the Athletic Club. Helen will be installed at the next meeting. . . . Otis Needles hooked five yellowtail with the help of Bert Fisher who fed them most of the time. The two drove to San Diego for the trip. . . . Dick Tobin is taking the train down this Wednesday to try his luck with the rod and reel. . . . Yesterday's storm sort of messed up the alleged fishing party on Lake Henshaw. Large waves tossed the Bill Pardees up on an island when their motor went dead and marooned them until late in the day. Mr. Young and Thayne managed to make it ashore. Everybody got soaked and refuses to talk about the catch. . . . A baby son arrived for the Jim Wagners last Friday morning. This makes it a boy and a girl for them. . . . Ford Dixon, recently in the circulation dept., is to be married this coming Saturday evening at the Wee Kirk of the Heather. . . . The Harold Hubbards barely escaped having their necks badly wrenched when a woman driver plowed into them in the rear. She knocked them clear across the street, smashed the rear end of the car and then gave them the devil for slowing up. . . . Frank Epstein is seriously conisdering a new home in the valley. Clarence Braxdale is assisting him and the

(Testimony of Harlan G. Palmer.)

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Mr. Sargent: Will you mark this, please?

(Thereupon, the document referred to was marked as Respondent's Exhibit 15, for identification.)

Q. (By Mr. Sargent) I show you Respondent's Exhibit 15, for identification, and ask you what that purports to be?

(Handing document to witness.)

(Testimony of Harlan G. Palmer.)

A. Well, that is a copy of a notice under date of November 3, 1939, the original having been signed by me and posted.

Q. And who wrote upon this exhibit:

"The management has not indicated and will not indicate that it favors any particular course of action on the part of its employees toward joining or not joining a union."?

A. I did.

Q. And on what date was this posted, Judge Palmer?

A. It bears the date of November 3, 1939.

Q. And was that the date of the original notice?

A. Yes, sir. That is a copy of the original notice. [737]

Mr. Sargent: I offer this in evidence.

Trial Examiner Whittemore: Any objection?

Mr. Sokol: No objection.

Trial Examiner Whittemore: Received.

(Thereupon, the document heretofore marked as Respondent's Exhibit 15, for identification, was received in evidence.)

(Testimony of Harlan G. Palmer.)

RESPONDENT'S EXHIBIT 15

Hollywood Citizen-News
1545 North Wilcox Avenue
Hollywood, California
Hollywood 1234

November 3, 1939

NOTICE

The management has not indicated and will not indicate that it favors any particular course of action on the part of its employees toward joining or not joining a union.

Q. (By Mr. Sargent) At any time prior to or during the negotiations leading up to the signing of the last Guild contract, did you, as the publisher, make any statement to the effect that the paper would close down under any conditions?

A. No, sir.

Q. Did you specifically issue any statement that the paper would close down unless the Guild was more reasonable in its demands? A. No, sir.

Q. Did it ever come to your attention prior to the discharge of Mr. Lugoff,—did knowledge or information concerning the fact that he had had a talk with a man named Johnny—

A. Badovinic?

Q. —Badovinic come to you? A. No, sir.

(Testimony of Harlan G. Palmer.)

Q. Prior to the contract being signed between the respondent and the Guild, was there a practice on the part of the paper with regard to severance pay for employees whose services with the paper were terminated? [738] A. Yes, sir.

Q. What was the arrangement?

A. There had been an arrangement in existence for some time, prior to any knowledge we had about the Guild, of severance pay in our establishment on the basis of one week of severance pay for each year of service up to a total of six weeks. [739]

Q. Was Elizabeth Yeaman one of the five employees who had been discharged immediately prior to the strike? A. She was.

Q. And how long was she with the paper after she returned to work?

A. Well, she was with us—she was discharged at the same time Lugoff was discharged. At the time Mr. Lugoff was discharged, there were he and Miss Yeaman only remaining of the five who were covered by the strike settlement agreement.

Mr. Sokol: Schlichter, you mean, and Yeaman?

The Witness: Thank you. Schlichter and Yeaman were the only two remaining in our employ on March 30, 1940 of the five who were named included in the strike settlement agreement.

Q. (By Mr. Sargent) And who were the other three who, you say, at this time had terminated their relationship with the paper?

A. Roger Johnson had previously resigned, Mell

(Testimony of Harlan G. Palmer.)

Scott had previously resigned, and Helen Blair or Helen Blair Thurlby had previously resigned.

Mr. Sokol: They had all resigned prior to the Board's decision?

The Witness: Yes, sir.

Q. (By Mr. Sargent) So that at the time when the Board's decision was made, there only remained of the original five [743] Mr. Schlichter and Miss Yeaman, is that right? A. That's right.

Q. And when did you learn of the Board's decision in the former Guild case?

A. On Thursday before the Saturday of discharge, and it appears that the discharge was Saturday, March 30, so Thursday would have been—

Q. March 28th? A. March 28th.

Q. 1940? A. Yes, sir.

Q. All right. Now, did you have some other totals here which you have been asked to get by the Examiner?

A. Well, I have them, as I say, for all white collar departments. I have them for all of the general office. The Examiner might be interested in that. The classified department, the Examiner might be interested in that, where we have that. We have the display selling department, we have the display office, we have the circulation office, and then a few minor departments like national advertising department, photo department, art department, which would include two or three employees.

Q. Let me ask you one general question, and then I will let the Examiner ask anything he wants

(Testimony of Harlan G. Palmer.)

to. Do your figures show whether or not there has been a general increase or decrease [744] in the number of employees over the period for which these figures were compiled?

A. Well, I have stated that the editorial department, when Miss Killoran transferred from the display to the editorial, the number was 24 before the strike and is now 21.

Taking some of the larger departments, the general office with 28 before the strike and on August 17th, 1940 was 27—21 with six on vacation.

The classified selling department with 11 before the strike and was 11 on August 17, 1940.

The display department with 26 before the strike and on August 17, 1940 was 19.

The circulation before the strike was 32 and on August 17, 1940 was 20.

Q. So that the general characterization is that the number of employees has decreased; is that not true, Judge Palmer?

A. Yes, sir. Our total number in the institution is less at this time.

Q. Certain testimony has been given with regard to Helen Brichoux here, as being the only other Guild member in the classified advertising department. Is Miss Brichoux still with the Citizen-News? A. Yes, sir.

Q. Prior to Mr. Lugoff's discharge, did you know of the circularization by him of either the two petitions or of the [745] contracts similar to a

(Testimony of Harlan G. Palmer.)

Herald contract about which there has been testimony given here?

A. No, sir, I did not.

Q. At the time when you and Mr. Young had a talk with Mr. Lugoff, at the time of his first discharge in the summer of 1938, did Mr. Lugoff suggest to you or Mr. Young in any way that he was being discriminated against by reason of union activities?

A. This was the discharge in August 1938?

Q. That is right. The time after he had been discharged by Mr. Tobin and he came to you and Mr. Young, did he make a claim——

A. No, sir.

Q. Did he at that time make any claim that he was being discriminated against by reason of union activities? A. No, sir.

Q. You said that you had a practice of, following the strike, having your negotiations with the Guild conducted through a negotiator. Will you please indicate to the Examiner your practice with regard to that?

A. Well, it is asking you, as our representative, to carry on the negotiations with the Guild committees.

Q. In other words, when a grievance was made known by the Guild, you would call upon the negotiator to meet with the Guild? [746]

A. Yes, sir.

Q. And the negotiator would come back to you

(Testimony of Harlan G. Palmer.)

with the complaint which was made by the Guild?

A. Yes, sir.

Q. And the negotiator would come back to you with the complaint which was made by the Guild?

A. Yes, sir.

Q. Then you would go over the matter with the negotiator and give an answer to the Guild; is that correct? A. Yes, sir.

Q. What was your reason for conducting this through a negotiator rather than directly yourself?

A. A desire to avoid bitterness between the employer and the employees.

Q. Now, following the discharge of Mr. Lugoff in 1938 by Mr. Tobin, will you indicate the conversation, so far as you can recall, that took place between Mr. Lugoff and yourself and Mr. Young in your office just after the discharge?

A. Mr. Lugoff told me that he had been discharged by Mr. Tobin. Mr. Tobin was then on vacation. At least, he was not present. I am sure he was on vacation. Mr. Lugoff said he had been discharged the Saturday before, and that he wanted to appeal to me on the basis of the injustice of the discharge, that we were taking back five people over which the strike had been waged, whom we had claimed we could do without, whereas he was producing something for the Citizen-News and he thought it wholly unfair to discharge him, who had not been on strike, when those five were being reinstated. [747]

(Testimony of Harlan G. Palmer.)

Q. Was there any conversation at the time, that you can recall, with regard to an indebtedness by Mr. Lugoff? A. No, sir.

Q. Anything else which you can recall with regard to that conversation at this time?

A. No, sir.

Q. What was done as a result of that conversation?

A. I talked the matter over with Mr. Young, told him that I believed that there was merit in Mr. Lugoff's—in the basis of Mr. Lugoff's appeal, that it was unfair to him to lay him off at that time while five others were being reinstated, whom we had laid off prior to him, and that we had agreed that there would be no economy discharges of members of the Guild prior to January 1, 1939, and that I thought it fair that Mr. Lugoff be reinstated.

Q. And it was as a result of that that he was reinstated?

Mr. Sokol: I object to that.

The Witness: I said that he should be—he was to be reinstated. That was my decision. He was reinstated—

Trial Examiner Whittemore: He was reinstated?

The Witness: —on my orders.

Q. (By Mr. Sargent) When Mr. Schlichter and Mr. Lugoff were discharged on March 30, 1940, how many days elapsed between the receipt of word

(Testimony of Harlan G. Palmer.)

by you that the National Labor Relations Board in Washington had decided that the five discharges were [748] not discriminatory and were not unfair labor practices, and the time of the discharges of these two gentlemen?

A. We received the word in the early morning mail on Thursday.

Q. March 28, 1940?

A. And the discharges were on Saturday afternoon.

Q. And that was Thursday, March 28, 1940?

A. Yes, sir.

Q. And Saturday, March 30, 1940?

A. Yes, sir.

Q. You waited two days before discharging them? A. Yes, sir.

Q. What was your purpose in waiting that time?

A. Well, I waited two days before discharging Mr. Schlichter and Miss Yeaman. There was nothing to wait on Mr. Lugoff. Mr. Lugoff's decision was reached on the basis of now all my obligation to him certainly had been wiped out, and that I could then sustain the position of the classified manager, expressed earlier, when he was first discharged in 1938.

Q. Did you know at this time whether or not Mr. Lugoff's production had gone up or down?

A. I made inquiry of Mr. Young, asked Mr. Young to ascertain whether or not Mr. Lugoff was doing any better.

(Testimony of Harlan G. Palmer.)

Q. And what was the report?

A. The report was that he was not. [749]

Q. Why did you wait the two days at that time, or the 30th of March, 1940, to discharge Miss Yeaman and Mr. Schlichter?

A. Because I felt that if there were to be resignations, their resignations would probably be in by Saturday noon, the end of that week, and so I waited for the resignations to come in, if they were coming.

Q. Did you receive any intimation from either of them that their resignations would be forthcoming? A. No, sir.

Q. Upon whose responsibility were the two discharges which I have just referred to of Miss Yeaman and Mr. Schlichter, made?

A. They were all made on my responsibility.

Q. I will ask you whether or not union activity of any kind or nature had anything to do with either of those discharges or with Mr. Lugoff's discharge? A. It did not.

Q. With regard to any of the three?

A. Not in regard to any of the three.

Q. Had you believed that these employees were assets to the paper and were earning as much as or more than the compensation that they received at the time, would you have kept them?

A. If Mr. Young had reported to me that Mr. Lugoff's production was good, he would have been kept. If Mr. Young had reported to me that Mr.

(Testimony of Harlan G. Palmer.)

Schlichter's services were satisfactory to Mr. Sternberg, he would have been kept. If Mr. [750] Swisher had reported to me that the services of Miss Yeaman, who was then working with Mr. Hardy, were satisfactory, she would have been kept.

Q. Were the reasons given in the letters of discharge of these two employees, Mr. Schlichter and Mr. Lugoff, the reasons given by the heads of the departments to you?

A. The reasons given to the employees were the reasons obtained from the heads of the departments as to why the services of those employees were unsatisfactory. My reasons were, as I say, based upon the decision that I thought the time had come when I was permitted to act.

Q. Now, following these two discharges, did the Guild make a complaint with regard to the discharges of Karl Schlichter, Elizabeth Yeaman and Leonard Lugoff?

A. To the best of my recollection, they did not complain as to Elizabeth Yeaman. I have no recollection of it whatsoever. As to Leonard Lugoff and Karl Schlichter, yes.

Q. I ask you whether or not you recall having asked your negotiator, as your representative, to meet with the Guild on approximately the 10th of April, 1940, to meet with the Guild and to hear their complaint with regard to these two discharges?

A. I would say that was the approximate date. I only know I acted as promptly as I could in get-

(Testimony of Harlan G. Palmer.)

ting the meeting started, when they asked for the meeting. [751]

Q. You also know, do you not, that your negotiator did meet with the Guild and then conferred with you thereafter? A. Yes, sir.

Q. And following that, was a communication addressed by him to the Guild with regard to these two matters?

A. I checked the communication prepared by him.

Q. Yes. Then after several slight changes, was there a communication sent by your negotiator to Miss Daniel, administrative officer of the Guild?

A. I am afraid my negotiator will have to testify to that, unless the other side will stipulate.

Mr. Sargent: Will you mark that, please?

(Thereupon, the document referred to was marked as Respondent's Exhibit 16, for identification.)

Q. (By Mr. Sargent) I show you Respondent's Exhibit 16, for identification—

Mr. Sokol: You are just going to offer, it, aren't you? Why don't you just put it in without foundation?

Mr. Sargent: I think I would rather ask a question or two about it, Mr. Sokol, please.

Q. (By Mr. Sargent) I show you Respondent's Exhibit 16, for identification, and ask you whether or not that was the original of a letter sent by Wil-

(Testimony of Harlan G. Palmer.)

lis Sargent, your negotiator, to Urcel Daniel, of which a copy was sent to you, both under date of April 16, 1940? [752]

(Handing document to witness.)

A. Well, it is now stipulated that this was the document received. I didn't mail it, so I will say, yes, however, on that stipulation, that it was the document mailed.

Mr. Sargent: Replacing the copy which is now in evidence, I will ask if counsel will stipulate that this is the original letter—

Mr. Sokol: So stipulated.

Mr. Sargent: —received by the Guild, written by me, representing the paper, to Miss Urcel Daniel, representing the Guild, on April 16, 1940.

Mr. Sokol: So stipulated.

Mr. Sargent: I will ask you whether or not—

Mr. Sokol: Now, that is Respondent's Exhibit what?

Trial Examiner Whittemore: 16?

Mr. Sargent: I offer it in evidence now.

Trial Examiner Whittemore: Any objection?

Mr. Sokol: No objection.

Trial Examiner Whittemore: Received.

(Thereupon, the document heretofore marked as Respondent's Exhibit 16 for identification, was received in evidence.)

(Testimony of Harlan G. Palmer.)

RESPONDENT'S EXHIBIT 16

Willis Sargent
Attorney at Law
Title Insurance Building
433 South Spring Street
Los Angeles
Michigan 7434

April 16th, 1940

Miss Urcel Daniel
Administrative Officer
Los Angeles Newspaper
Guild
212 West Third Street
Los Angeles, California

In re: Hollywood Citizen-News

Dear Miss Daniel:

Following our conference last Wednesday at the Hollywood Citizen-News in the late afternoon, I communicated with the management the following day, informing it in detail of the charges and requests of the Guild. Since that time the management and I have had an opportunity of considering each of the matters raised by the Guild and have reached a conclusion with regard to each of them.

(1) With regard to Carl Schlichter, the management denies that he was discharged for Union activity.

(Testimony of Harlan G. Palmer.)

Attention is called to the wording of the strike settlement agreement providing:

“In the event it is finally determined that the five discharged employees, or any of them, were lawfully discharged, those so affected by such determination shall promptly resign or be subject to discharge.”

In this connection the Labor Board held that the discharges were lawful and dismissed the charges relating thereto. There is now no case pending involving these discharges.

The management informs me that Carl Schlichter and Elizabeth Yeaman did not promptly resign, although they had two or three days in which to do so, and that their dismissals were the result of the decision. In the case of Carl Schlichter the management informs me, further, that his services were not satisfactory and that he failed to develop into a valuable assistant to the manager of the National Advertising Department. The request for his reinstatement is therefor denied.

(2) With regard to Leonard Lugoff, I am informed by the management that he was discharged at the end of the 1938 strike; that he appealed for reinstatement on the ground that it was unfair for the management to discharge him when he had not gone out on strike while at the same time it took back five strikers whose services it did not need, and

(Testimony of Harlan G. Palmer.)

that because of his appeal in this regard he was reinstated; that the connection of each of the five persons with the paper has now been terminated; that in the opinion of the management Mr. Lugoff has not been doing as good a job as it believes can, and should be done in the territory assigned to him; that the management believes that the territory justifies earnings sufficient to cover the minimum guarantee and that an agreement had been reached with Mr. Lugoff that if he did not reach the minimum guarantee he would be dismissed; and that Mr. Lugoff's earnings did not cover the minimum guarantee so that both from this viewpoint, as well as that of his earlier appeal for reinstatement, the management sees no reason for continuing his employment. The management denies that Mr. Lugoff's dismissal was by reason of any Guild activity on his part and the request for his reinstatement is denied.

(3) The Guild has protested the employment on the copy desk of a chap referred to by you as Bob Guild and whom you have also referred to as a "strike breaker" two years ago. You have indicated that certain members of the staff have protested to Mr. Swisher with regard to his employment. The management informs me that certain members of the staff have made such protests and the management assumes that certain employees do not like Mr. Guild. It also informs me, on the other hand, that other employees have spoken in

(Testimony of Harlan G. Palmer.)

appreciation of him. The management believes that Mr. Swisher has selected the man who in his judgment gave promise of the best performance for the work to be done, and sees no reason to in any wise change Mr. Swisher's decision. The request of the Guild that Mr. Guild be not retained is therefore denied.

(4) In the same conference the Guild expressed its desire to discuss each of the above matters with the management, specifically mentioning Judge Palmer, Mr. Young and one or two other executives. The management has again informed me that its policy, which has been many times made evident to the Guild by me, is that it believes it to be for the best interests of the paper for its negotiator, rather than for heads of departments and the Publisher, to meet the Guild Committees when differences arise, but that Judge Palmer has indicated on many occasions that he is willing at any convenient time to meet with any of his employees who may feel that they have something which they wish to discuss with him, personally, without the presence of negotiators, either from the Guild or on behalf of the management. This remains the policy of the management, and in view of the same, the management believes it wise not to depart from that policy in the matters discussed in this letter.

If the Guild requests further conferences with the management with regard to any of the above matters, I am authorized and requested by the man-

(Testimony of Harlan G. Palmer.)

agement to state that I shall be available to meet with the Guild at a mutually convenient date. In view of the consideration and thought given to the matters raised by the Guild before the events took place, frankness impels me to state, however, that I seriously doubt whether such conferences would result in any difference in the attitude of the management, but the management will in no wise refuse to meet, through its representative, with the Guild at any mutually convenient time when such a conference is requested by the Guild.

Sincerely,

WILLIS SARGENT

Mr. Sargent: It is stipulated by the Guild, Miss Daniel, is it not, that you received the letter?

Miss Daniel: Yes, sir.

Mr. Sargent: And that it was received a day or so after [753] it was sent on April 16, 1940?

Miss Daniel: As far as I recall, yes, sir.

Q. (By Mr. Sargent) I ask you whether or not Judge Palmer, in that letter there was not set forth, in quotation marks, the clause of the strike settlement agreement, reading:

“In the event it is finally determined that the five discharged employees, or any of them, were lawfully discharged, those so affected by such determination shall promptly resign or be subject to discharge.”

(Testimony of Harlan G. Palmer.)

Was that contained in that letter?

A. Yes, sir.

Q. There is also set forth in the letter that Karl Schlichter and Elizabeth Yeaman did not resign in the two or three days which they had to do so, and that they were dismissed at the end of the two or three day period? A. Yes, sir.

Q. I ask you whether or not the letter did not also contain the statement that:

“In the case of Karl Schlichter the management informs me, further, that his services were not satisfactory and that he failed to develop into a valuable assistant to the manager of the National Advertising Department.”

Was that in the letter, too? [754]

A. Yes, sir. [755]

Q. (By Mr. Sargent) Will you give us your interpretation of the clauses of the strike settlement agreement, Judge?

A. Well, my interpretation of the Board's decision was that the Board dismissed the action so far as the question of the [764] regularity of the discharge of these five employees was concerned. That was the order, as I read the order, dismissing that action. Therefore, there was no action pending, the Board had held it was legal and dismissed the action, and the day the Board signed the order there was no action then, nothing in existence charging us with the unlawful discharge of the five employees.

(Testimony of Harlan G. Palmer.)

Q. And you thought there was nothing to negotiate with the Guild in regard to them?

A. That's right. There was no action. [765]

LEONARD LUGOFF,

a witness recalled by and on behalf of the National Labor Relations Board, having been previously sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Sokol) Mr. Lugoff, did you actually have to borrow \$300 prior to your discharge in August 1938? A. Yes, sir, I did.

Q. Can you explain the facts that the records of the bank show that you only borrowed \$165 from the bank?

A. Yes. The bank—my wife and I talked it over, and the bank limited me, in the first place, to a sum around that amount, and we borrowed the amount from the bank that we could straighten up with them inside of a year, and then we went outside, from the family, and got the rest. I might add at this [767] time that it was a sick sister in New York, that had suddenly developed cancer, and it was partly the family affair as far as—

Q. Well, anyway, she developed cancer, whether suddenly or otherwise, is that what you mean?

A. I don't know how suddenly. I mean it came to our attention suddenly.

(Testimony of Leonard Lugoff.)

Q. Did you tell the company you borrowed \$300 from the bank?

A. I didn't mean to give that interpretation. I meant I incurred an indebtedness of \$300.

Q. You incurred an indebtedness of \$300?

A. That's right.

Q. With respect to your decline in lineage, in 1937 you had 54,000 some odd lines, and that went down in 1938 and 1939. Now, have you computed the difference between the lineage in 1937 and 1939—

A. Yes.

Q. —from official records of the company?

A. Yes.

Q. In other words, I have shown you these records, the original records that the company had submitted to me?

A. I have computed these from Mr. Palmer's records.

Q. And that shows a difference of how many lines?

A. A difference between 1937 and 1939 of 19,600 lines.

Q. Now, can you account for that difference?

[768]

A. Yes. In 1937, it was a very good year, but looking at the total lineage gives a person the wrong picture of the territory. It was a very abnormal picture. That is, three accounts dominated the 1939 lineage.

Q. Now, I show you here the original records

(Testimony of Leonard Lugoff.)

of the company. I do not find it necessary to put them in evidence.

Mr. Palmer: I think the witness made an error when he said "three accounts dominated the 1939" figures.

Mr. Sokol: 1937?

The Witness: 1937.

Q. (By Mr. Sokol) Now, were those the Dalton Auto Loan, Boulevard Loan and the Donaldson Insurance Company? A. Yes, sir.

Q. These are the original records before you of these three companies? A. Yes, sir.

Q. Have you checked the lineage for those companies, which they gave you in 1937?

A. Yes, I have.

Q. What was the total lineage you got from those three companies?

A. The total lineage I got from those three companies was 14,476 lines.

Q. Now, what happened to that lineage of those three companies after 1937? [769]

A. Well, by March 1, 1938 they had ceased advertising for—well, all but one permanently, and then of the three accounts two accounts were handled by the downtown solicitors; that is, though the offices still remained in Hollywood, the advertising was placed downtown, and it was under the jurisdiction of the downtown salesmen. The only one remaining was Boulevard Loan, and they, neither through my efforts nor the phone room, came back into the paper.

(Testimony of Leonard Lugoff.)

Q. "Neither" did you say?

A. Either through the phone room.

Q. These accounts ran in 1937 every single day.

Mr. Sokol: That is all.

Mr. Palmer: Mr. Lugoff, I have a few questions.

May I have the ledger sheets?

(The documents referred to were handed to counsel.)

Cross Examination

Q. (By Mr. Palmer) From whom did you borrow the difference between \$165 and the \$300, Mr. Lugoff? A. From my brother-in-law.

Q. What is his name? A. Harry Gold.

Q. G-o-l-d? A. That's right.

Q. And where does he reside?

A. 107th and Main Street, South Main. [770]

Q. 107th and Main? A. That's right.

Q. What is his business?

A. He is in the tire business.

Q. How much did you get from him?

A. \$150.

Q. Did you get that by check?

A. I don't know. I don't believe so. My wife got it.

Q. Your wife got it? A. Yes, sir.

Q. You didn't ask Harry Gold yourself?

A. No, I did not.

Q. Your wife got it from Harry Gold?

A. That's correct.

Q. Is he her brother?

A. He is her brother.

(Testimony of Leonard Lugoff.)

Q. Was the money deposited in any bank account?

A. No. No, she took it to New York with her.

Q. Was the money obtained from the Bank of America deposited in any bank account?

A. No.

Q. Now, in reference to these three accounts that you lost some time in 1938, which two accounts were thereafter handled from downtown?

A. Well, the only one that broke after that was Donaldson, [771] and that was handled by Marjorie McKellar from the downtown office.

Q. Well, you said two accounts were handled downtown.

A. I mean, that they were under the jurisdiction—I would like to make that clear—under the jurisdiction of the downtown sales people.

Q. What was the other account besides Donaldson's? A. Dalton's. [772]

Q. Did Mr. Tobin tell you that you weren't to go downtown to try to sell the Auto Bank Loan Company?

A. Well, it was understood we had a territory.

Q. Just answer yes or no.

A. No, Mr. Tobin didn't tell me nothing.

Q. Just answer whether he did. Were there any other accounts running in 1937, Mr. Lugoff, that are not running now? Any other classified accounts?

A. I imagine.

(Testimony of Leonard Lugoff.)

Mr. Sokol: That is calling for the conclusion of the witness.

Q. (By Mr. Palmer) If you know.

A. I imagine there were a lot of accounts in 1937 that aren't running now.

Q. As a matter of fact, in the classified business, some accounts will run one month that didn't run the previous month? A. Correct.

Q. And the solicitor's work is to constantly be driving for new business? A. That's correct.

[774]

Q. Is that correct? A. That's right.

Q. To get new accounts to offset accounts they didn't have previously and haven't got at that time?

A. That's right.

Mr. Palmer: That is all. [775]

RESPONDENT'S EXHIBIT 17-A

AGREEMENT

This Agreement, made and entered into at Los Angeles, California, this 31st day of July, 1940, by and between The Citizen-News Company, herein-after referred to as the "Publisher", and the Los Angeles Newspaper Guild, a local, chartered by the American Newspaper Guild, herein-after referred to as the "Guild", acting for itself and on behalf of all the employees in the Editorial Department of

The Hollywood Citizen-News and Hollywood Advertiser, except as hereinafter provided,

Witnesseth:

That in consideration of the mutual promises and agreements hereinafter agreed upon, It Is Understood and Agreed by and between the Publisher and the Guild, as follows:

Article I—The Publisher does hereby recognize the Guild as the authorized agency of its Editorial employees for purposes of collective bargaining, except that with regard to any matters not covered by this Agreement, it is agreed that an individual employee and the Publisher shall have the right to bargain with each other.

Article II—The Publisher retains full power and discretion, save as limited or prohibited by law, to employ or dismiss employees, including that to determine competency or to peremptorily discharge any employee, and also as to the number to be employed in any department, or as to the duties of each, and may merge, increase, reduce or eliminate departments and transfer any employee from one department to another without violation in letter or spirit of any portion of this Agreement.

Article III—Classification

1. The Editor, Managing Editor and City Editor shall be excluded from the provisions of this Agreement. Also excluded shall be part-time employees and correspondents who individually average less than twenty (20) hours per week in the employ of

the Publisher, and employees of the Advertising and Promotion Departments who may, in the course of their regular duties and assignments in those departments, handle news or publicity items or photographic material.

Notwithstanding the provisions of Article II, no position on the Editorial Department payroll at the date of entering into this Agreement shall be transferred to any other department payroll during the life of this Agreement.

2. In the application of this Agreement, all employees shall be divided into the following classifications:

(a) Reporters, Desk Men, Editorial Writers, Artists, Rewrite Men, Copy Readers and Photographers.

(b) Office Boys.

Article IV—Minimum Salaries

1. Employees in the foregoing classifications shall receive a weekly rate of pay of not less than that set forth as follows:

(a) Less than one year's experience.....	\$20.00
Over one year.....	25.00
Over two years.....	30.00
Over three years.....	35.00
Over four years.....	40.00
Over five years.....	45.00
(b) Less than one year.....	16.50
Over one year.....	18.00
Over two years.....	20.00

2. The basis for computing experience, within the meaning of the above, shall be employment cal-

culated upon the basis of time spent on the staffs of daily newspapers of general circulation of five thousand (5,000) or more, or the bureaus of established national, or local news or photo services, in the same line of employment for which said employee is hired by the Publisher.

3. The present salary of any employee in excess of the minimums herein established shall not be reduced during the term of this Agreement.

Article V—Five Day Week

Publisher agrees to the five-day, forty-hour week for editorial employees. A working day shall consist of eight (8) hours within a nine (9) hour spread, except that employees assigned to the Drama and Sports Departments may work eight (8) hours per day within such a spread as their duties may require. All employees shall be entitled to reasonable time off for midday lunch or for other meals in those cases where the employee reports for duty before 8:00 o'clock, A. M., or works later than 6:00 o'clock, P. M. It is agreed that time off for meals, as herein provided, shall not be included within the working day.

Article VI—Overtime

1. If an employee work more than forty (40) hours but not more than forty-two (42) hours in any work week, such overtime shall be compensated for by the allowance of equivalent time off in blocks of not less than eight (8) hours or by the allowance of time-and-one-half off in blocks of not less than

three (3) hours after one o'clock, P. M. on Saturdays. Such overtime shall be liquidated within three (3) months of its accumulation. Any such overtime due an employee upon his dismissal, resignation, or death shall be paid in cash at time-and-one-half.

If an employee work more than forty-two (42) hours in any work week the first two (2) hours of overtime (in excess of forty (40) hours) shall be compensated for as provided herein and all overtime in excess of forty-two (42) hours shall be paid for in cash at the rate of time-and-one-half.

2. If an employee has not taken his accumulated overtime prior to the termination of his employment with the Publisher, he shall be compensated for such overtime in cash at that time. In the event of the death of an employee, the Publisher shall pay to his estate, in cash, an amount equal to the amount of overtime, at time and a half, to which the employee would have been entitled, and likewise in the event of the resignation of an employee, the Publisher shall pay to him in cash an amount equal to the amount of the overtime at time and one-half. Reasonable overtime may be added to the vacation period of the employee.

3. In carrying out the provisions of this Article, it is agreed that the Publisher shall cause a record of all the overtime to be kept and that each employee who is required to work overtime shall obtain from the Publisher or his representative who is responsible for the assignment, a memorandum showing the date and the number of hours due him.

Article VII—Severance Indemnity

1. Upon dismissal, an employee, upon request, shall receive a written notice from the Publisher or his agent stating the reason or grounds for dismissal.

2. An employee who is dismissed after six (6) months service, except as hereinafter provided, shall receive severance indemnity of one (1) week's pay for each year of service, up to and including five (5) years, and in addition thereto, one (1) week's pay for each thirty (30) weeks of service thereafter, but the total severance indemnity shall not exceed a maximum of twenty-six (26) weeks' pay. All loans, advances or debts to the *Publisher* shall be deducted from any sums due an employee upon his dismissal. No severance indemnity shall be paid to an employee who resigns, or who shall have affirmatively brought about his discharge in order to collect severance pay.

3. Length of service for computation of severance pay shall be deemed to include only full-time service, and years of service shall be deemed to include only the total consecutive years the employee was employed on the Hollywood Citizen-News and The Hollywood Citizen.

4. Leaves of absence, granted by the Publisher, and the period of the 1938 Guild strike, shall not count as breaks in continuous service, although the time spent on such leaves, and such strike, shall not be considered service time.

Article VIII—Vacations

1. Employees shall be entitled to an annual vacation of two (2) weeks with full pay after one (1) year of service, the length of service to be computed from July 1st of the preceding year to July 1st of the current year. Where the employee has not been employed a full year, he shall be entitled to a vacation, the duration of which shall be computed by allowing him one-sixth (1/6th) of a six-day week for each month of employment—for example, ten (10) months of service would entitle an employee to a vacation of one and two-thirds (1-2/3rds) weeks.

2. An employee shall not be required to accept a vacation any time except between May 15th and September 30th.

3. Upon acceptance of an employee's resignation he shall be paid a vacation allowance proportionate to the amount of time worked by him since his last vacation to a full year's work.

Article IX—Sick Leave

1. Sick leave shall be allowed on the same basis as vacations, except that the Publisher, in his discretion, may extend the period in any individual case.

2. No deduction from overtime already credited or to be credited to the employee shall be made for sick leave allowed by the Publisher.

Article X—Expenses and Equipment

1. Necessary working equipment is to be supplied by the Publisher, except where the employee

may desire to use his own equipment. Employees using their own cars on assignments shall be allowed mileage at the rate of seven (7¢) cents per mile for the first forty (40) miles in any one week, plus such additional compensation for mileage over forty (40) miles in any one week as may be individually agreed upon.

2. The Publisher shall reimburse employees for any damages to their clothing incurred in the course of their employment without negligence on their part. The Publisher shall pay for the reasonable cost of meals when employees are working overtime by assignment. In the event of the death or resignation or discharge of an employee, all unpaid expenses to which the employee would otherwise be entitled by the Article shall be paid to said employee's estate or to the employee if he resigns or is discharged.

Article XI—Miscellaneous

1. **Syndicate Rights.** When the management sells the product of an employee for publication outside The Citizen-News Company organization, a mutually agreeable payment shall be made to the employee in addition to his weekly wage.

2. **Guarantees.** There shall be no reduction in the wage scale of any employee as the result of this agreement or of the negotiations leading to its execution, but this shall not be construed to limit the powers of the Publisher, as set forth in Article II, or otherwise, herein.

3. Outside Activities. Employees of the Publisher shall be free to engage in any activities on their own time which do not consist of services performed for publications in direct competition with the Publisher, provided that without permission, no employee shall exploit his connection with the Publisher in the course of such activities.

4. The Publisher agrees not to have or enter into any agreement with any other employer, binding such other employer not to offer or give employment to employees of the Publisher.

5. The Publisher agrees that no employee shall be required to have published under his own name any material containing an expression of opinion not in conformity with his own opinions, nor shall the by-line of any employee be used without his consent.

6. The Guild may post notices of its meetings upon the bulletin board now maintained in the editorial offices of the Publisher, collect dues from its members on the premises of the Publisher, and hold Unit meetings on the premises of the Publisher, at times when the employees attending the same are off duty, but such meetings are to be held under such circumstances as do not interfere with the work of other employees.

7. In the event that the United States of America should become involved in war, the management agrees to extend a leave of absence to any employee who shall serve in any portion of the armed forces of the United States, or their auxiliaries during said

war. Upon his or her return from such service, after giving reasonable notice to the management of the desire of the employee to return to work with the newspaper, the management agrees that said employee shall be taken back into his or her old position or into a similar position, subject to the terms and conditions of any contract then in effect between the parties hereto. Time of such war service shall not be computed in determining the employee's severance pay. The accumulated severance pay to which he or she would otherwise be entitled shall be paid to his or her estate in the event of his or her death while in said service. In the event that he or she should become physically or mentally incapacitated by reason of such service, then such accumulated severance pay shall be paid directly to or for the employee.

8. This Agreement is to become effective upon execution of both parties hereto and is to continue up to and including the 30th day of June, 1941, with the right and privilege on the part of either the Guild or the Publisher at any time within sixty (60) days prior to that date to institute negotiations for a new Agreement to take effect at the expiration of this Agreement.

THE CITIZEN NEWS COMPANY,
a corporation

By HARLAN G. PALMER
President

By WILLIS SARGENT
Attorney for the corporation

LOS ANGELES NEWSPAPER
GUILD, a Local of the Ameri-
can Newspaper Guild
By H. R. WASHBURNE
President
URCEL DANIEL,
Administrative Officer

RESPONDENT'S EXHIBIT 17-B
AGREEMENT

This Agreement, made and entered into at Los Angeles, California, this 31st day of January, 1940, by and between The Citizen-News Company, hereinafter referred to as the "Publisher", and the Los Angeles Newspaper Guild, a local, chartered by the American Newspaper Guild, hereinafter referred to as the "Guild", acting for itself and on behalf of all the employees in the Editorial Department of The Hollywood Citizen-News and Hollywood Advertiser, except as hereinafter provided,

Witnesseth:

That in consideration of the mutual promises and agreements hereinafter agreed upon, It Is Understood and Agreed by and between the Publisher and the Guild, as follows:

Article I—The Publisher does hereby recognize the Guild as the authorized agency of its editorial employees for purposes of collective bargaining, except that with regard to any matters not covered by this Agreement, it is agreed that an individual em-

ployee and the Publisher shall have the right to bargain with each other.

Article II—The Publisher retains full power and discretion, save as limited or prohibited by law, to employ or dismiss employees, including that to determine competency or to peremptorily discharge any employee, and also as to the number to be employed in any department, or as to the duties of each, and may merge, increase, reduce or eliminate departments and transfer any employee from one department to another without violation in letter or spirit of any portion of this Agreement.

Article III—Classification

1. The Editor, Managing Editor and City Editor shall be excluded from the provisions of this Agreement. Also excluded shall be part-time employees and correspondents who individually average less than twenty (20) hours per week in the employ of the Publisher, and employees of the Advertising and Promotion Departments who may, in the course of their regular duties and assignments in those departments, handle news or publicity items or photographic material.

Notwithstanding the provisions of Article II, no position on the Editorial Department payroll at the date of entering into this Agreement shall be transferred to any other department payroll during the life of this Agreement.

2. In the application of this Agreement, all employees shall be divided into the following classifications:

(a) Reporters, Desk Men, Editorial Writers, Artists, Rewrite Men, Copy Readers and Photographers.

(b) Office Boys.

Article IV—Minimum Salaries

1. Employees in the foregoing classifications shall receive a weekly rate of pay of not less than that set forth as follows:

(a)	Less than one year's experience.....	\$20.00
	Over one year.....	25.00
	Over two years.....	30.00
	Over three years.....	35.00
	Over four years.....	40.00
	Over five years.....	45.00
(b)	Less than one year.....	16.50
	Over one year.....	18.00
	Over two years.....	20.00

2. The basis for computing experience, within the meaning of the above, shall be employment calculated upon the basis of time spent on the staffs of daily newspapers of general circulation of five thousand (5,000) or more, or the bureaus of established national, or local news or photo services, in the same line of employment for which said employee is hired by the Publisher.

3. The present salary of any employee in excess of the minimums herein established shall not be reduced during the term of this agreement.

Article V—Five Day Week

Publisher agrees to the five-day, forty-hour week for editorial employees. A working day shall consist of eight (8) hours within a nine (9) hour spread,

except that employees assigned to the Drama and Sports Departments may work eight (8) hours per day within such a spread as their duties may require. All employees shall be entitled to reasonable time off for midday lunch or for other meals in those cases where the employee reports for duty before 8:00 o'clock, A. M., or works later than 6:00 o'clock, P. M. It is agreed that time off for meals, as herein provided, shall not be included within the working day.

Article VI—Overtime

1. If an employee work more than forty (40) hours but not more than forty-two (42) hours in any work week, such overtime shall be compensated for by the allowance of equivalent time off in blocks of not less than eight (8) hours or by the allowance of time-and-one-half off in blocks of not less than three (3) hours after one o'clock, P. M. on Saturdays. Such overtime shall be liquidated within three (3) months of its accumulation. Any such overtime due an employee upon his dismissal, resignation, or death shall be paid in cash at time-and-one-half.

If an employee work more than forty-two (42) hours in any work week the first two (2) hours of overtime (in excess of forty (40) hours) shall be compensated for as provided herein and all overtime in excess of forty-two (42) hours shall be paid for in cash at the rate of time-and-one-half.

2. If an employee has not taken his accumulated overtime prior to the termination of his employ-

ment with the Publisher, he shall be compensated for such overtime in cash at that time. In the event of the death of an employee, the Publisher shall pay to his estate, in cash, an amount equal to the amount of overtime, at time and a half, to which the employee would have been entitled, and likewise in the event of the resignation of an employee, the Publisher shall pay to him in cash an amount equal to the amount of the overtime at time and one-half. Reasonable overtime may be added to the vacation period of the employee.

3. In carrying out the provisions of this Article, it is agreed that the Publisher shall cause a record of all the overtime to be kept and that each employee who is required to work overtime shall obtain from the Publisher or his representative who is responsible for the assignment, a memorandum showing the date and the number of hours due him.

Article VII—Severance Indemnity

1. Upon dismissal, an employee, upon request, shall receive a written notice from the Publisher or his agent stating the reason or grounds for dismissal.

2. An employee who is dismissed after six (6) months service, except as hereinafter provided, shall receive severance indemnity of one (1) week's pay for each year of service, up to and including five (5) years, and in addition thereto, one (1) week's pay for each thirty (30) weeks of service thereafter, but the total severance indemnity shall not exceed a maximum of twenty-six (26) weeks' pay. All loans,

advances or debts to the Publisher shall be deducted from any sums due an employee upon his dismissal. No severance indemnity shall be paid to an employee who resigns or who shall have affirmatively brought about his discharge in order to collect severance pay.

3. Length of service for computation of severance pay shall be deemed to include only full-time service, and years of service shall be deemed to include only the total consecutive years the employee was employed on the Hollywood Citizen-News and The Hollywood Citizen.

4. Leaves of absence, granted by the Publisher, and the period of the 1938 Guild strike, shall not count as breaks in continuous service, although the time spent on such leaves, and such strike, shall not be considered service time.

Article VIII—Vacations

1. Employees shall be entitled to an annual vacation of two (2) weeks with full pay after one (1) year of service, the length of service to be computed from July 1st of the preceding year to July 1st of the current year. Where the employee has not been employed a full year, he shall be entitled to a vacation, the duration of which shall be computed by allowing him one-sixth (1/6) of a six-day week for each month of employment—for example, ten (10) months of service would entitle an employee to a vacation of one and two-thirds (1-2/3) weeks.

2. An employee shall not be required to accept a vacation any time except between May 15th and September 30th.

3. Upon acceptance of an employee's resignation he shall be paid a vacation allowance proportionate to the amount of time worked by him since his last vacation to a full year's work.

Article IX—Sick Leave

1. Sick leave shall be allowed on the same basis as vacations, except that the Publisher, in his discretion, may extend the period in any individual case.

2. No deduction from overtime already credited or to be credited to the employee shall be made for sick leave allowed by the Publisher.

Article X—Expenses and Equipment

1. Necessary working equipment is to be supplied by the Publisher, except where the employee may desire to use his own equipment. Employees using their own cars on assignments shall be allowed mileage at the rate of seven (7¢) cents per mile for the first forty (40) miles in any one week, plus such additional compensation for mileage over forty (40) miles in any one week as may be individually agreed upon.

2. The Publisher shall reimburse employees for any damages to their clothing incurred in the course of their employment without negligence on their part. The Publisher shall pay for the reasonable cost of meals when employees are working overtime

by assignment. In the event of the death or resignation or discharge of an employee, all unpaid expenses to which the employee would otherwise be entitled by the Article shall be paid to said employee's estate or to the employee if he resigns or is discharged.

Article XI—Miscellaneous

1. **Syndicate Rights.** When the management sells the product of an employee for publication outside The Citizen-News Company organization, a mutually agreeable payment shall be made to the employee in addition to his weekly wage.

2. **Guarantees.** There shall be no reduction in the wage scale of any employee as the result of this agreement or of the negotiations leading to its execution, but this shall not be construed to limit the powers of the Publisher, as set forth in Article II, or otherwise, herein.

3. **Outside Activities.** Employees of the Publisher shall be free to engage in any activities on their own time which do not consist of services performed for publications in direct competition with the Publisher, provided that without permission, no employee shall exploit his connection with the Publisher in the course of such activities.

4. The Publisher agrees not to have or enter into any agreement with any other employer, binding such other employer not to offer or give employment to employees of the Publisher.

5. The Publisher agrees that no employee shall

be required to have published under his own name any material containing an expression of opinion not in conformity with his own opinions, nor shall the by-line of any employee be used without his consent.

6. The Guild may post notices of its meetings upon the bulletin board now maintained in the editorial offices of the Publisher, collect dues from its members on the premises of the Publisher, and hold Unit meetings on the premises of the Publisher, at times when the employees attending the same are off duty, but such meetings are to be held under such circumstances as do not interfere with the work of other employees.

7. In the event that the United States of America should become involved in war, the management agrees to extend a leave of absence to any employee who shall serve in any portion of the armed forces of the United States or their auxiliaries during said war. Upon his or her return from such service, after giving reasonable notice to the management of the desire of the employee to return to work with the newspaper, the management agrees that said employee shall be taken back into his old position or into a similar position, subject to the terms and conditions of any contract then in effect between the parties hereto. Time of such war service shall not be computed in determining the employee's severance pay. The accumulated severance pay to which he or she would otherwise be entitled shall be paid

to his or her estate in the event of his or her death while in said service. In the event that he or she should become physically or mentally incapacitated by reason of such service, then such accumulated severance pay shall be paid directly to or for the employee.

8. This agreement is to become effective upon execution of both parties hereto and is to continue up to and including June 30th, 1940, with the right and privilege on the part of either the Guild or the Publisher at any time within sixty (60) days prior to that date to institute negotiations for a new agreement to take effect at the expiration of this Agreement.

THE CITIZEN NEWS COMPANY,
a corporation

By HARLAN G. PALMER
President

By WILLIS SARGENT
Attorney for the corporation

LOS ANGELES NEWSPAPER
GUILD, a Local of the Amer-
ican Newspaper Guild

By TOM O'CONNOR
President

**RESPONDENT'S EXHIBIT 17-C
AGREEMENT**

This Agreement, made and entered into at Los Angeles, California, this 30th day of July, 1938, by and between The Citizen-News Company (hereinafter referred to as "the Publisher") and the Los Angeles Newspaper Guild, a local, chartered by the American Newspaper Guild, hereinafter referred to as "the Guild", acting for itself and on behalf of all the employes in the Editorial Department of The Hollywood Citizen-News and Hollywood Advertiser, except as hereinafter provided.

Witnesseth:

That in Consideration of the mutual promises and agreements hereinafter agreed upon, It Is Understood and Agreed by and between the Publisher and the Guild, as follows:

Article I—The Publisher does hereby recognize the Guild as the authorized agency of its editorial employes for purposes of collective bargaining, except that with regard to any matters not covered by this agreement, it is agreed that an individual employe and the Publisher shall have the right to bargain with each other.

Article II—The Publisher retains full power and discretion, save as limited or prohibited by law, to employ or dismiss employees, including that to determine competency or to peremptorily discharge any employe, and also as to the number to be employed in any department, or as to the duties of

each, and may merge, increase, reduce or eliminate departments and transfer any employe from one department to another without violation in letter or spirit of any portion of this agreement. Provided, however, that there shall be no discharge of any of the strikers for economy reasons prior to January 1, 1939.

Article III—Classification

1. The Editor, Managing Editor and City Editor shall be excluded from the provisions of this agreement. Also excluded shall be part-time employes and correspondents who individually average less than 20 hours per week in the employ of the Publisher, and employees of the Advertising and Promotion Departments who may, in the course of their regular duties and assignments in those departments, handle news or publicity items or photographic material.

Notwithstanding the provisions of Article II, no position on the Editorial Department payroll at the date of entering into this agreement shall be transferred to any other department payroll during the life of this agreement.

2. In the application of this agreement, all employes shall be divided into the following classifications:

(a) Reporters, Desk Men, Editorial Writers, Artists, Rewrite Men, Copy Readers and Photographers.

(b) Office Boys.

Article IV—Minimum Salaries

1. Employes in the foregoing classifications shall receive a weekly rate of pay of not less than that set forth as follows:

(a) Less than one year's experience.....	\$20.00
Over one year.....	25.00
Over two years.....	30.00
Over three years.....	35.00
Over four years.....	40.00
Over five years.....	45.00
(b) Less than one year.....	16.50
Over one year.....	18.00
Over two years.....	20.00

2. The basis for computing experience, within the meaning of the above, shall be employment calculated upon the basis of time spent on the staffs of daily newspapers of general circulation of 5000 or more, or the bureaus of established national, or local news or photo services, in the same line of employment for which said employe is hired by the Publisher.

3. The present salary of any employe in excess of the minimums herein established shall not be reduced during the term of this agreement.

Article V—Five Day Week

Publisher agrees to establish the five-day, 40 hour week for editorial employes and to arrange a working schedule which shall provide for such a five-day, 40 hour week, except for suburban representatives, who may work a 40 hour schedule within a six-day week. A working day for all others shall consist of eight hours within a nine hour spread,

except that employes assigned to the Drama and Sports Departments may work 8 hours per day within such a spread as their duties may require. All employes shall be entitled to reasonable time off for midday lunch or for other meals in those cases where the employe reports for duty before 8 o'clock a. m. or works later than 6 o'clock p. m. It is agreed that time off for meals, as herein provided, shall not be included within the working day.

Article VI—Overtime

1. Compensation for overtime shall be at the rate of time and one-half in cash or straight time in blocks of not less than eight hours, or at the rate of time and one-half in blocks of not less than 3 hours after one o'clock p. m. on Saturdays, at the option of the Publisher. All overtime shall be liquidated within 90 days. Upon dismissal or resignation or death, any overtime shall be paid in cash at time and one-half.

2. If an employe has not taken his accumulated overtime prior to the termination of his employment with the Publisher, he shall be compensated for such overtime in cash at that time. In the event of the death of an employe, the Publisher shall pay to his estate, in cash, an amount equal to the amount of overtime, at time and a half, to which the employe would have been entitled.

3. In carrying out the provisions of this Article, it is agreed that each employe who is required to work overtime shall obtain from the Publisher or

his representative who is responsible for the assignment, a memorandum showing the date and the number of hours due him, a copy of which shall be filed with the party making said assignment.

Article VII—Severance Indemnity

1. Upon dismissal, an employe, upon request, shall receive a written notice from the Publisher or his agent stating the reason or grounds for dismissal.

2. An employe who is dismissed after six months service, except as hereinafter provided, shall receive severance indemnity of one (1) week's pay for each year of service, up to and including five (5) years, and in addition thereto, one (1) week's pay for each 30 weeks of service thereafter, but the total severance indemnity shall not exceed a maximum of twenty-six (26) weeks' pay. All loans, advances or debts to the Publisher shall be deducted from any sums due an employe upon his dismissal. No severance indemnity shall be paid to an employe who resigns or who shall have affirmatively brought about his discharge in order to collect severance pay.

3. Length of service for computation of severance pay shall be deemed to include only full-time service, and years of service shall be deemed to include only the total consecutive years the employe was employed on the Hollywood Citizen-News and The Hollywood Citizen.

4. Leaves of absence, granted by the Publisher, shall not count as breaks in continuous service, al-

though the time spent on such leaves shall not be considered service time.

Article VIII—Vacations

1. Employes shall be entitled to an annual vacation of two (2) weeks with full pay after one (1) year of service, the length of service to be computed from July 1st of the preceding year to July 1st of the current year. Where the employe has not been employed a full year, he shall be entitled to a vacation, the duration of which shall be computed by allowing him 1/6th of a six-day week for each month of employment—for example, ten months of service would entitle an employe to a vacation of 1-2/3 weeks.

2. An employe shall not be required to accept a vacation any time except between May 15 and September 30.

Article IX—Sick Leave

1. Sick leave shall be allowed on the same basis as vacations, except that the Publisher, in his discretion, may extend the period in any individual case.

2. No deduction from overtime already credited or to be credited to the employe shall be made for sick leave allowed by the Publisher.

Article X—Expenses and Equipment

1. Necessary working equipment is to be supplied by the Publisher, except where the employe may desire to use his own equipment. Employes

using their own cars on assignments shall be allowed mileage at the rate of 7¢ per mile for the first 40 miles in any one week, plus such additional compensation for mileage over 40 miles in any one week as may be individually agreed upon.

2. The Publisher shall reimburse employes for any damages to their clothing incurred in the course of their employment without negligence on their part. The Publisher shall pay for the reasonable cost of necessary meals when employes are working overtime by assignment. In the event of the death of an employe, all unpaid expenses to which the employe would otherwise be entitled by the Article shall be paid to said employe's estate.

Article XI—Miscellaneous

1. Syndicate Rights. When the management sells the product of an employe for publication outside The Citizen-News Company organization, a mutually agreeable payment shall be made to the employe in addition to his weekly wage.

2. Guarantees. There shall be no reduction in the wage scale of any employe as the result of this agreement or of the negotiations leading to its execution, but this shall not be construed to limit the powers of the Publisher, as set forth in Article II or otherwise herein.

3. Outside Activities. Employes of the Publisher shall be free to engage in any activities on their own time which do not consist of services per-

formed for publications in direct competition with the Publisher, provided that without permission, no employe shall exploit his connection with the Publisher in the course of such activities.

4. The Publisher agrees not to have or enter into any agreement with any other employer, binding such other employer not to offer or give employment to employes of the Publisher.

5. The Publisher agrees that no employe shall be required to have published under his own name any material containing an expression of opinion not in conformity with his own opinions.

6. The Guild is given the privilege of posting notices of its meetings upon the bulletin board now maintained in the editorial offices of the Publisher, to collect dues from its members on the premises of the Publisher, and to hold Unit meetings on the premises of the Publisher at times when the employes attending the same are off duty, but such meetings are to be held under such circumstances as do not interfere with the work of other employes.

7. This agreement is to become effective August 1, 1938 and is to continue up to and including July 1, 1939, with the right and privilege on the part of either the Guild or the Publisher at any time within 60 days prior to that date, to initiate negotiations for a new agreement to take effect at the expiration of the present agreement, and with the further right on the part of the Guild to reopen negotiations pertaining to Article IV, relating to minimum salaries

for the period of the Agreement extending from Jan. 1, 1939 to July 1, 1939.

THE CITIZEN NEWS COMPANY,
a corporation

By HARLAN G. PALMER
LOS ANGELES NEWSPAPER
GUILD, a Local of the Amer-
ican Newspaper Guild
By PHILIP M. CONNELLY
Pres.

In the United States Circuit Court of Appeals for
the Ninth Circuit

No. 9995

NATIONAL LABOR RELATIONS BOARD,
Petitioner,
vs.

THE CITIZEN-NEWS COMPANY,
Respondent.

CERTIFICATE OF THE NATIONAL LABOR
RELATIONS BOARD

The National Labor Relations Board, by its Executive Secretary, duly authorized by the National Labor Relations Board, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record in a proceeding had before said Board entitled, "In the Matter of

The Citizen-News Company and Los Angeles Newspaper Guild," the same being Case No. C-1790 before said Board, such transcript including the pleadings, testimony and evidence upon which the order of the Board in said proceeding was entered, and including also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

1. Charge filed by Los Angeles Newspaper Guild, sworn to April 24, 1940.
2. Amended charge filed by Los Angeles Newspaper Guild, sworn to September 27, 1940.
3. Complaint and notice of hearing issued by the National Labor Relations Board, October 11, 1940.
4. Respondent's answer to the complaint.
5. Certified copy of order designating C. W. Whittemore, Trial Examiner for the National Labor Relations Board, dated November 9, 1940.

Documents listed hereinabove under items 1-5, inclusive, are contained in the exhibits and included under the following item:

6. Stenographic transcript of testimony before C. W. Whittemore, Trial Examiner for the National Labor Relations Board, on November 12, 13, 14, 15, 16, 18, and 19, 1940, together with all exhibits introduced in evidence.
7. Copy of Intermediate Report of Trial Examiner Whittemore, dated January 13, 1941.
8. Copy of order transferring case to Board,

dated January 27, 1941, together with annexed notice.

9. Copy of union's letter, dated February 10, 1941, requesting oral argument.

10. Copy of respondent's exceptions to Intermediate Report.

11. Copy of union's letter, dated February 15, 1941, requesting extension of time within which to file exceptions.

12. Copy of letter, dated February 17, 1941, granting union's request for extension of time within which to file exceptions.

13. Copy of notice of hearing for purpose of oral argument, dated February 21, 1941.

14. Copy of union's exceptions to Intermediate Report.

15. Copy of union's letter, dated March 3, 1941, requesting postponement of oral argument.

16. Copy of notice of postponement of hearing for purpose of oral argument, dated March 4, 1941.

17. Copy of list of appearances at oral argument held March 25, 1941.

18. Copy of decision, findings of fact, conclusions of law and order issued by the National Labor Relations Board, July 16, 1941, together with affidavit of service and United States Post Office return receipts thereof.

In Testimony Whereof the Executive Secretary of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set

her hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 5th day of December, 1941.

(Seal) BEATRICE M. STERN,
Executive Secretary.
National Labor Relations Board.

[Endorsed]: No. 9995. United States Circuit Court of Appeals for the Ninth Circuit. National Labor Relations Board, Petitioner, vs. The Citizen-News Company, Respondent. Transcript of Record. Upon Petition for Enforcement of an Order of the National Labor Relations Board.

Filed December 9, 1941.

PAUL P. O'BRIEN,
Clerk of the United States Circuit Court of Appeals
for the Ninth Circuit.

[Title of Circuit Court of Appeals and Cause.]

STATEMENT OF POINTS ON WHICH PETITIONER INTENDS TO RELY

Comes now the National Labor Relations Board, petitioner in the above proceeding, and, in conformity with the revised rules of this Court heretofore adopted, hereby states the following points as those on which it intends to rely in this proceeding:

1. Upon the undisputed facts, the Act is applicable to respondent and to the employees herein involved.
2. The Board's findings of fact are fully supported by substantial evidence. Upon the facts so found, respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) and (2) of the Act.
3. The Board's Order is wholly valid and proper under the Act.

Dated at Washington, D. C., this 20th day of December, 1941.

NATIONAL LABOR RELATIONS
BOARD

By ERNEST A. GROSS,
Acting Associated General Counsel.

[Endorsed]: Filed Dec. 22, 1941. Paul P. O'Brien,
Clerk.